SSFM International

SSHS INTERNAL DPW SSFM MEETING
AGENDA
Tuesday, November 4, 2025, 2:30pm
DPW Director's Office

I. CALL TO ORDER

II. UNFINISHED BUSINESS

A. No Cost Change Order

III. NEW BUSINESS

A. Updated Process Flow Chart
B. Revised Legislation?
C. Groundbreaking Ceremony

IV. OPEN DISCUSSION

V. ACTION ITEMS

VI. NEXT MEETING

VII. ADJOURN

SSHS Event Overview

Date: November 26, 2025 **Time:** 3:30 PM **Weather:** Partly Cloudy
Demolition and Groundbreaking Ceremony for Simon Sanchez High School (SSHS)

Organizing Committee

Role	Representative
Coreteach Construction	CORETECH Representative
Construction Manager (CM)	SSFM Representative
Simon Sanchez High School ADMIN	Carla Masanayon
Audio/Visual	PBS Guam - Ina and Team
Protocol and Event Master	Mason Obispo
Department of Public Works	Vince Arriola

Event Logistics - Site Setup

Item	Quantity	Notes
Canopy Tent	2 (20x40 ft)	CORETECH
Chairs	250	CORETECH
Tables	5 (6ft)	Table covers
Porta Potty	1	ADA unit
Emcee/Speakers/Podium Tent	1(10x10 ft)	PBS will provide 10X10
Generator	1	Generator needs to be sufficient to support AV equipment and Emcee
Media Visual Equipment	Live Stream	PBS
Water and Lite Refreshments	300PX	CORETECH

SSHS Event Overview

Date: November 26, 2025 **Time:** 3:30 PM **Weather:** Partly Cloudy
Demolition and Groundbreaking Ceremony for Simon Sanchez High School (SSHS)

Event Timeline

Be advised this is a proposed timeline and is subject to change…

Time	Activity	Participants
2:30 PM	Welcoming Remarks	Emcee (Shanice Poe)
3:30 PM	National Anthem, Fanohge Chamorro, and School Song Performance	JROTC Color Guard Students Choir and SGA
3:40 PM	Address by the Governor of Guam	Governor of Guam
3:50 PM	Address by the Lieutenant Governor	Lieutenant Governor
4:00 PM	Address by the Superintendent of DOE	Superintendent
4:03 PM	Address by the Director of Public Works	Director of Public Works
4:10 PM	Address by Mr. Ho (Contactor)	CORETECH
4:15 PM	Address by Simon Sanchez Family Representative	Namesake Representative
4:30 PM	Demolition Orders	Governor and LT
4:45 PM	Shovel Turning (sandbox)	Principal Carla Masnyon

SSHS Event Overview

Date: November 26, 2025 **Time:** 3:30 PM **Weather:** Partly Cloudy
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Demolition Orders

Governor and Simon Sanchez (Family Representative)
Pending confirmation for demolition style - Vince and Mr. Ho

Groundbreaking Participants

- Governor
- Lieutenant Governor
- Senators
- Mr. Ho (CORETECH)
- SSFM Representative
- Superintendent of DOE
- Department of Education Board Members & IBOGS
- SSHS Principals
- Mayor of Dededo and Yigo + MPC Chair
- SSHS Student Body Association (SBA)
- VIP Alumni and Students

NOTE:
It's my opinion that we proceed with ground breaking first and DEMO after and close the ceremony with that.

At this time there has been a time change regarding the current time of 10:00AM due to students not being able to attend with school hours and transportation.
The principal has requested that we proceed with the event and host it at 3:30 to ensure all students are in JFK campus at the GYM for Pep Rally.

PBS may need to have another satellite location to support JFK students off campus.
Further logistics support includes Audio and Visual for live feed and participation.

SIMON SANCHEZ HIGH SCHOOL (SSHS) P3 — Next-Steps Process Flow DRAFT

Sequence for briefing: DPW, GEDA, GDOE/SSHS, DOA, BBMR, TRMA, SSFM

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Emcee/Speakers/Podium Tent	1(10x10 ft)	
Media Visual Equipment	Live Stream	Power generation possibly required
Water and Lite Refreshments	300PX	CORETECH

Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

SSHS Site Visit w/ DPW Director

1 message

Thuy Nguyen <tnguyen@ssfm.com> Tue, Nov 4, 2025 at 4:39 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>, Joseph W Duenas <jduenas@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>, Virgilio Valencia <vvalencia@ssfm.com>, "Deo Generoso R. Fernandez" <dfernandez@ssfm.com>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hello,

As mentioned in the meeting earlier, we will be meeting at Simon Sanchez High School for a site visit to see the best spot for the Groundbreaking and Commenence Ceremony. Site visit will be at 8:30 am tomorrow, Wednesday 11/5/2025.

Representative from GDOE will be there to open the gate and any building we want go in.

Best regards,

Thuy Nguyen

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invite.ics
4K

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

SSHS Meeting with CTI and SSFM

Joseph W Duenas <jduenas@ssfm.com> Wed, Nov 5, 2025 at 3:36 PM
To: Ho Eun <ho.eun@coretechintl.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

HI Mr. Ho,

13 NOV 2025

SSFM met with Director Arriola at the project site today to go over the groundbreaking ceremony tentatively scheduled for November 26th.

Would it be possible for our CM Team to meet with your CTI POC/ Team tomorrow (Thursday) afternoon or anytime Friday at CTI's office to discuss:

1. Groundbreaking Ceremony coordination
2. Initial discussions on fast tracking the future demolition permit

We believe the meeting would be helpful before meeting with the government committee next week.

We look forward to your response!

Thank you!

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 671.646.7736 | F 671.300.7738
jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

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Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

SSHS Weekly Status Report (October 27-31, 2025)

Alvin Bejosa <abejosa@ssfm.com> Thu, Nov 6, 2025 at 12:38 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "donna.herrero@dpw.guam.gov" <donna.herrero@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

10 NOV 2025

Dear Director Arriola and Deputy Director Ibanez,

Attached is our Weekly Report, which outlines last week's progress and key action items.

If you have any questions or need additional information, please don't hesitate to reach out.

Thank you for your continued support!

Warm Regards,

Alvin Bejosa | Project Coordinator

SSFM International

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abejosa@ssfm.com | www.ssfm.com

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251103 DPW SSHS Weekly CSR 001.pdf
329K

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SSFM INTERNATIONAL, INC.
WEEKLY STATUS REPORT TO CLIENT
Report No: 001

Project Name:	**Construction of Simon Sanchez High School** **Project No.: 730-5-1058-L-YIG**
Name of Client:	**Guam Department of Public Works**
Date of This Report:	**October 27 – October 31, 2025**
Prepared By:	**Glenn Leon Guerrero/Jerome Chaz**

PROJECT TEAM ACTIVITIES FOR THE WEEK	
Task(s) Completed This Week	**Monday, October 27, 2025** • Reviewed Letter from Chief Deputy Attorney General Joe Gutherie. • Conducted SSFM Internal Meeting on Notice of Intent to Award (NOIA) and this week's action items. • Redrafted Notice of Intent to Award and Notification of Notice of Intent of Award memos with AG Guthrie's input, send final copies to DPW Director for review/ signature. • Collaborated with DPW Director on issuance of NOIA and proposed Draft Press Release. • Secured signed NOIA letters from DPW for project files. • Collaborated with GEDA CEO on status of P3 contracts on behalf of the DPW Director. • Sent proposed Draft Press Release of SSHS Notice of Intent to Award to the DPW Director.
	Tuesday, October 28, 2025 • Call from BBMR Director to discuss Notice of Intent and timeline for Draft P3 contract from GEDA. • Reviewed feedback email from DPW Director on proposed Press Release. • Called DPW Director's secretary to discuss feedback from DPW Director. • Went to DPW to follow up with John Calanayan on GPS acknowledgement of receipt of NOIA. • Send update to DPW Director on discussion with BBMR Director and P3 contract timelines. • Finalized October 21, 2025, Site Visit Report.

PROJECT TEAM ACTIVITIES FOR THE WEEK	
	3) Coordinate with GDOE for a CM Site Visit to document site conditions prior to construction. Conducted Site Visit and Inspection. 4) Begin preparation of Site Visit Report. 5) Begin developing the Construction Management Quality Assurance Plan.

IMMEDIATE ACTION ITEMS	
CLIENT Action Items	• Requested status and feedback on SSFM Invoice 08 and 09. • Follow up and provide update on the SSHS No Cost Change Order. Submitted on May 09, 2025, to the AG's Office for approval.
SSFM Action Items	• Submit October 2025 CSR and Invoice 10 to Guam DPW.

UPCOMING DEADLINES / Tentative Schedules (One month look-ahead)	
Description of Work Item	**Expected Timeline/Deadline**
End of 14 Day Period after Notice of Intent to Award	November 10, 2025
Draft of P3 Contract from GEDA	November 12, 2025
Finalize Finance, Insurance, and Maintenance	Pending
Government Review of DRAFT P3 Contracts	Pending
Final Draft of P3 Contract from GEDA	Pending
Route Contracts for Signature	Pending

PENDING ITEMS and ISSUES	
1.	GEDA is waiting for the 14-day period after issuance of Notice of Intent to Award period lapse prior to drafting the P3 Contract. The Notice of Intent to Award was sent on October 27, 2025, and the anticipated date to issue the Draft P3 Contract from GEDA is November 11, 2025.
2.	Anticipated groundbreaking and media event scheduled for the end of November 2025.

MISCELLANEOUS COMMENTS	
1.	None.

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION
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139 Murray Blvd Suite 100
Hagåtña, Guam 96910

November 7, 2025

VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov

Re: General Pacific Services Request for Documents for New Simon Sanchez High School (FDDBLM); Project No. 730-5-1059-L-YIG

Dear Director Arriola,

I write to follow up on my client's Sunshine Act Request of October 30, 2025. More than a week has elapsed, and my office has still not received a response regarding our request for the procurement record kept for Project No. 730-5-1059-L-YIG. We look forward to your immediate response.

Sincerely,

Joshua D. Walsh

(T): 671-989-3009 • (F): 671-989-8750 • www.rwtguam.com
Electronic Service: eservice@rwtguam.com • Sender's Direct Email: jdwalsh@rwtguam.com

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION
PAN AMERICAN BUILDING
139 Murray Blvd Suite 100
Hagåtña, Guam 96910

October 30, 2025

VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov

SUNSHINE ACT REQUEST

Re: General Pacific Services Request for Documents for New Simon Sanchez High School (FDDBLM); Project No. 730-5-1059-L-YIG

Dear Director Arriola,

This office represents General Pacific Services ("GPS"), a bidder on Project No. 730-5-1059-L-YIG. GPS requests, pursuant to the Guam Sunshine Act, 5 G.C.A. § 10101, *et seq.*, copies of the following Public Records in the possession of the Department of Public Works ("DPW"):

- The entire procurement record for Project No. 730-5-1059-L-YIG, including, but not limited to, all correspondence between DPW and any potential bidders.

Pursuant to 5 G.C.A. § 10103(d), you have four (4) days to comply with this request. We look forward to your prompt reply.

Sincerely,

Joshua D. Walsh

Gmail Donna Herrero <donna.herrero@dpw.guam.gov>

SSHS Groundbreaking Coordination Meetings

Donna Herrero <donna.herrero@dpw.guam.gov> Fri, Nov 7, 2025 at 10:39 AM
To: Thuy Nguyen <tnguyen@ssfm.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Roy A.B. Quinata" <roy.quinata@guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Good morning Thuy,

I have checked the Director and Deputy's calendar and unfortunately Nov. 12 at 10am they are not available. They are available on Nov. 13 at 11am. I hope this helps.

Thank you,
Donna Herrero,
Private Secretary
Department of Public Works
(671)647-5055

On Fri, Nov 7, 2025 at 10:34 AM Thuy Nguyen <tnguyen@ssfm.com> wrote:

> Hi Director Arriola,
>
> SSFM would kindly like to confirm if you are available for the SSHS Groundbreaking Organizing Committee Meeting as Senator Roy Quinata has proposed in his email below. Once confirm of your availability, I can send out the calendar invites.
>
> **Time:**
>
> Wednesday, November 12th, 10am at Adelup Small Conference Room
>
> **Participants:**
>
> 1. DPW Director
> 2. Construction Manager
> 3. Contractor- Eun Ho
> 4. SSHS Principal Carla Masnayon
> 5. GDOE Superintendent K. Erik Swanson
> 6. Audio Visual - PBS (Ina and team)
> 7. Protocol Office
> 8. Governor's Office Rep – Roy Quinata
>
> **Discussion Topics:**

1. Demolition and setup logistics
2. Program

Mr. Ho from CTI is available on the proposed day and time.

We will wait on your direction before taking any action. Hoping to hear your response by end of day.

Sincerely,

Thuy Nguyen | Program Technician

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 808.531.1308 | D 808.913.0346

From: Roy A.B. Quinata <roy.quinata@guam.gov>
Sent: Wednesday, November 5, 2025 4:33 PM
To: Joseph W Duenas <jduenas@ssfm.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Donna Herrero <donna.herrero@dpw.guam.gov>
Subject: Re: SSHS Groundbreaking Coordination Meetings

Some people who received this message don't often get email from roy.quinata@guam.gov. Learn why this is important

Email received from **EXTERNAL** sender. Confirm the content is safe prior to opening attachments or links.

Hafa Adai Joe,

Thank you for coordinating the upcoming meeting for the Simon Sanchez High School (SSHS) groundbreaking. This coordination is greatly appreciated as we move forward with the project.

Regarding the logistics, I would like to propose the following details for the meeting next week:

Tuesday, November 12, at 10:00 AM
The smaller conference room in the Governor's Office at Adelup

Please proceed with sending out the official invitation notices with this information and the draft agenda.

Thank you once again for your efforts in moving this process along.

SYM-RQ

On Tue, Nov 4, 2025 at 6:37 PM Joseph W Duenas <jduenas@ssfm.com> wrote:

> Hi Director and Senator Roy,
>
> SSFM will be coordinating a meeting for next week with Core Tech, GDOE Superintendent, SSHS Principal, and Governor's Communication Office as requested by the Director.
>
> **Question: Do you have a preferred location, day and time for the meeting?**
>
> Once you confirm, we'll send out invitation notices and put an agenda together.
>
> Thank you!
>
> Joe
>
> Joseph W. Duenas, ENV SP | Pacific Area Manager
>
> SSFM International
>
> Innovate | Adapt | Sustain
>
> 215 Rojas Street, Suite 213 | Harmon, Guam 96913
> T 671.646.7736 | F 671.300.7738
> jduenas@ssfm.com | www.ssfm.com
>
> *"Do not go where the path may lead, go instead where there is no path and leave a trail."* – Ralph Waldo Emerson
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Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

SSHS Meeting with CTI and SSFM

13 NOV 2025

Jong Won <jong.won@coretechintl.com> Fri, Nov 7, 2025 at 4:01 PM
To: Joseph W Duenas <jduenas@ssfm.com>, Ho Eun <ho.eun@coretechintl.com>, "cp@coretechintl.com" <cp@coretechintl.com>, Jacky Sanchez <jacky.sanchez@coretechintl.com>, Ed Hipolito <ehipolito@ssfm.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Joe and Ed,

As discussed yesterday, CTI is ready to apply for the demolition permit, which includes hazardous material abatement but excludes any subsurface structures. However, since CTI does not yet have a formal contract in place, the DPW One-Stop office will not accept the permit application. For your reference, please see attached the signed demolition plans.

Could you please provide either a pre-Notice to Proceed (NTP) authorizing limited demolition, clearing, grubbing, grading, and stockpiling, or an endorsement letter signed by DPW leadership to ensure the permit application is not rejected?

Please let me know if you have any questions or concerns.

I will also share a high-level construction schedule presenting our approach to the multiple building permit applications and design submittals.

Best Regards,

Jong Won

CORE TECH INTERNATIONAL

388 S. Marine Corps Drive Suite 400, Tamuning, Guam 96913

www.coretechintl.com |Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671) 486-5123 | Email: jong.won@coretechintl.com

[Quoted text hidden]

_12667739-SSHS-AD-G001.pdf
6785K

Simon Sanchez High School: Demolition

Demolition Permit Set November 06, 2025

GHD

ARCHITECT

GHD
318 HERNAN CORTEZ AVENUE
SUITE 300
HAGATNA, GUAM 96910
671.477.2111 PH
RME BRENT L. WIESE, AA

CIVIL

GHD
865 S MARINE CORPS DRIVE, SUITE 202B
ORLEAN PACIFIC PLAZA
TAMUNING, GUAM 96913
671.472.6782 PH
AARON SUTTON PE

General Notes

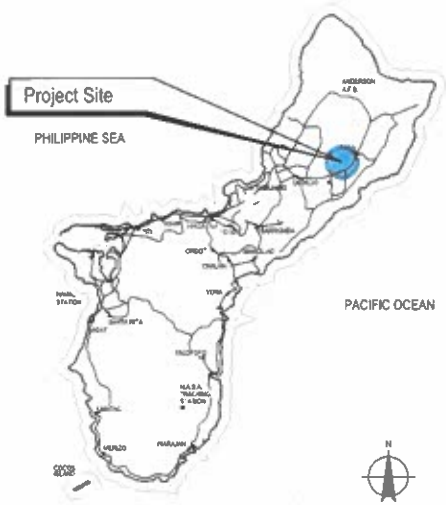
1. DO NOT DISASSEMBLE THIS SET. COVER SHEET IS A MASTER INDEX. SYMBOLS AND OTHER ITEMS MAY BE INCLUDED ON ADDITIONAL SHEET. VERIFY EXISTING CONDITIONS. NOTIFY THE ARCHITECT OF DISCREPANCIES.
2. THESE DRAWING INDICATE THE GENERAL SCOPE OF THE PROJECT IN THE TERMS OF DEMOLITION WORK. THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE AND THE COMPLETION OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS ON THE BASIS OF THE GENERAL SCOPE INDICATED OR DESCRIBED. THE CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.
3. THE USE OF REPRODUCTIONS OF THESE CONTRACT DRAWING BY ANY CONTRACTOR, SUBCONTRACTOR, ERECTOR, FABRICATOR OR MATERIAL SUPPLIER IN LIEU OF PREPARATION OF SHOP DRAWINGS SIGNIFIES HIS ACCEPTANCE OF ALL INFORMATION SHOWN HEREON AS CORRECT, AND OBLIGATES HIMSELF TO ANY JOB EXPENSE, REAL OR IMPLIED, ARISING DUE TO ANY ERROR THAT MAY OCCUR HEREON.
4. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS OF BEST PRACTICE OF WORK SKILLED IN THERE RESPECTED TRADES. APPROVED ALTERNATES OR SUBSTITUTIONS SHALL BE EQUAL TO WORK OF SIMILAR TYPE, CHARACTER AND MATERIAL SPECIFIED.
5. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF APPLICABLE REGULATORY AGENCIES. ALL WORK SHALL CONFORM TO APPLICABLE BUILDING CODES.
6. ALL EXISTING DIMENSIONS ARE TO BE VERIFIED BY THE CONTRACTOR BEFORE WORK IS TO BE STARTED AND THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
7. VERIFY SIZE, LOCATION AND CHARACTERISTIC OF ALL DEMOLITION WORK.
8. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM LOCAL AUTHORITIES HAVING JURISDICTION.
9. CONTRACTOR SHALL MAINTAIN THE JOBSITE PER IBC CHAPTER 33 AND IFC CHAPTER 14 THROUGHOUT THE DEMOLITION. CONTRACTOR SHALL PROVIDE & MAINTAIN 2A10 BC FIRE EXTINGUISHERS ON SITE DURING DEMOLITION.

Project/Scope of Work Summary

THE SOPE OF WORK FOR THE PROJECT INCLUDES THE DEMOLITION OF THE SIMON SANCHEZ HIGH SCHOOL INCLUDING PARKING AND UTILITIES WHERE NOTED.

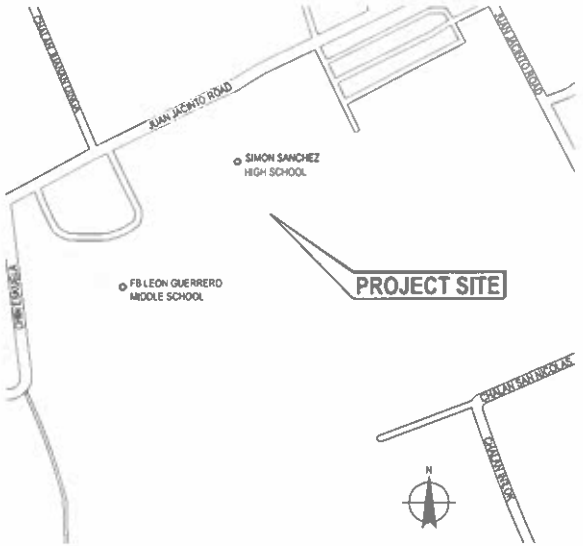
Location Map

NOT TO SCALE

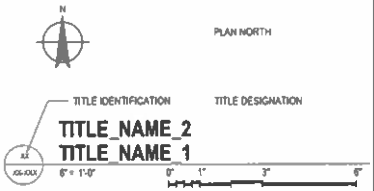


Vicinity Map

NOT TO SCALE



Drawing Symbols



INDEX OF DRAWINGS

DWG NO.	DESCRIPTION
	COVER PAGE
G-001	TITLE COVER, GENERAL NOTES, LOCATION MAP VICINITY MAP & DRAWING SYMBOLS
	CIVIL
C-100	GENERAL NOTES, LEGENDS, SYMBOLS AND ABBREVIATIONS
C-101	EXISTING CONDITIONS AND DEMOLITION PLAN - 1
C-102	EXISTING CONDITIONS AND DEMOLITION PLAN - 2
C-103	EXISTING CONDITIONS AND DEMOLITION PLAN - 3
C-104	EXISTING CONDITIONS AND DEMOLITION PLAN - 4
C-105	EXISTING CONDITIONS AND DEMOLITION PLAN - 5
	ARCHITECTURAL
AD-001	SITE DEMOLITION PLAN

TOTAL SHEETS 8

CORE TECH INTERNATIONAL

GHD Inc.
318 Hernan Cortez Avenue Suite 300
Hagatna, 96910 Guam
T 1 671 477 2111 F 1 671 477 2125 W www.ghd.com

Scope of Document(s)
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Client: GUAM DEPARTMENT OF EDUCATION

Project: SIMON SANCHEZ HIGH SCHOOL DEMOLITION
YIGO, GUAM

No	Issue	Drawn	Approved	Date

Drawn: ADR	Designer: PLH
Drafting Check: MJJ	Design Check: PLH
Project Manager: PLH	Date: NOV. 06, 2025
Any drawings that will be used for construction shall signed and sealed by architects.	Scale: AS SHOWN
Original Size: ANSI D	Bar to size each on original size sheet: 0 1"

Project No. 12667739

Title: TITLE COVER, GENERAL NOTES, LOCATION MAP, VICINITY MAP & DRAWING SYMBOLS

Sheet No. G-001

Sheet 1 of 8

PROGRESS SET 2025-11-06

Plot Date: 6 November 2025 - 8:41 AM Plotted By: Arnold Rodriguez
File name: I:\Working\Projects\DOE\Documents\General\Project Files\Revit Files\Simon Sanchez High School\Drawings\Sheets\Simon Sanchez High School_12667739-SHEET-G-001.dwg

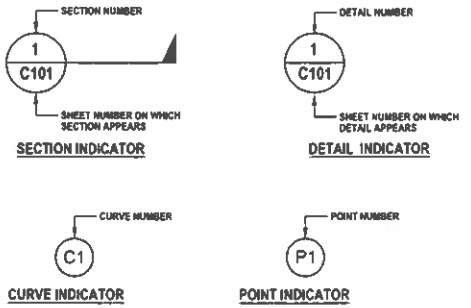
GENERAL NOTES

1. ALL MATERIALS FROM DEMOLITION SHALL BE REMOVED FROM THE SITE BY THE GENERAL CONTRACTOR OR SUBCONTRACTOR UNLESS APPROVED FOR REUSE ON SITE BY THE OWNER OR THE OWNER'S REPRESENTATIVE.
2. THE CONTRACTOR MUST VISIT THE SITE AND STUDY EXISTING PHYSICAL CONDITIONS, REVIEW DRAWINGS, AND REACH THEIR OWN CONCLUSIONS ON WORK NECESSARY TO ACCOMPLISH THE INTENDED RESULTS DESCRIBED BY THE PROJECT DOCUMENTS.
3. REMOVAL OF THE EXISTING IMPROVEMENTS AND UNDERGROUND UTILITY LINES, SHOWN OR NOT, SHALL BE AS REQUIRED FOR THE PROJECT. THE MATERIALS REMOVED FROM THE SITE SHALL BE DISPOSED OF IN A PROPER AND LEGAL MANNER PER FEDERAL, AND OR LOCAL LAWS AND ORDINANCES.
4. IF ANY HAZARDOUS MATERIALS ARE ENCOUNTERED THE OWNER SHALL BE NOTIFIED. THOSE MATERIALS SHALL BE REMOVED AND DISPOSED OF IN A MANNER AS APPROVED BY ALL GOVERNING AGENCIES AND IN A LANDFILL OR DISPOSAL FACILITY LICENSED TO ACCEPT HAZARDOUS MATERIAL.
5. SAW CUT THE EDGES OF PAVED AREAS CLEAN, NEAT AND TRUE TO LINE TO PREVENT UNWANTED CHIPPING OR BREAKING OF EXISTING PAVEMENT TO REMAIN.
6. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL DEVICES AS REQUIRED DURING DEMOLITION.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER AND GUAM EPA, 72 HOURS BEFORE DEMOLITION IS TO START.
8. ALL CONTRACTORS MUST TAKE PARTICULAR CARE WHEN EXCAVATING IN AND AROUND EXISTING UTILITY LINES AND EQUIPMENT. ACTUAL FIELD LOCATIONS OF ALL THE EXISTING UTILITIES ARE THE CONTRACTORS RESPONSIBILITY AND MUST BE LOCATED EITHER BY THE REPRESENTATIVE OF THE UTILITY COMPANY OR BY A PRIVATE UNDERGROUND UTILITY LOCATING COMPANY PRIOR TO THE START OF DEMOLITION ACTIVITIES.

LEGEND & SYMBOLS

EXISTING	NEW
CONCRETE POWER POLE	CENTER LINE
GUY WIRE	A.C. TRAVEL LANE PAVEMENT
FIRE HYDRANT	CONCRETE PAVEMENT
LIGHT POST	CONTOUR & ELEVATION
POINT OF BEGINNING	CURB
FENCE	SIGN
VEGETATION LINE	DRAINAGE INLET
STREET SIGN/POST	LIMITS OF DEMOLITION
CONTOUR & ELEVATION	
PROPERTY LINE OR R-O-W	STORM DRAIN MANHOLE
SANITARY SEWER MANHOLE	CONCRETE HEADWALL
STORM DRAIN MANHOLE	CONCRETE POWER POLE
TELEPHONE/COMMUNICATIONS MANHOLE	LIGHT POST
GATE VALVE (WATER)	SILT FENCE
WATER METER	FLOW ARROW
FIBER OPTIC PULL BOX	CONCRETE JUNCTION BOX
POWER POLE (SIZE APPROXIMATE)	SPOT ELEVATION
WATER MAIN	FIRE HYDRANT
SANITARY SEWER MAIN	GATE VALVE
OVERHEAD TELECOM	SEWER MANHOLE
OVERHEAD ELECTRIC	FENCE
COCONUT TREE	HANDICAP SYMBOL
OTHER TREES	GUARD POST/BOLLARD
PALM TREE	METER BOX
POST	CATCH POINT TOP OF SLOPE CATCH POINT TOE OF SLOPE
SEWER CLEANOUT	FLOW LINE OF EARTHEN DRAINAGE DITCH
STORM DRAIN	LIGHT POST
CONCRETE SLAB/PAD	CONCRETE BARRIER
TELEPHONE BOX	SWALE
GATE POST	TRAFFIC FLOW ARROW
GRASS	OVERHEAD SPLICE CLOSURE
AMPLIFIER	
TELECOM PEDESTAL	
COAXIAL CABLE SPLITTER	

ANNOTATION



ABBREVIATIONS

@	AT	GAL(S)	GALLON/GALLONS	S	SLOPE/SOUTH
&	AND	GALV	GALVANIZED	SD	STORM DRAIN
AC	ASPHALT CONCRETE	GB	GRADE BREAK	SDDI	STORM DRAIN DROP INLET
ACP	ASPHALT CONCRETE PIPE	GPA	SAIPAN POWER AUTHORITY	SDMH	STORM DRAIN MAN HOLE
ADT	AVERAGE DAILY TRAFFIC	GEPA	SAIPAN ENVIRONMENTAL PROTECTION AGENCY	SDO	STORM DRAIN OUTLET
AG	ABOVE GROUND	GSWA	SAIPAN SOLID WASTE AUTHORITY	SF	SQUARE FEET/FOOT
AGG	AGGREGATE	GWA	SAIPAN WATERWORKS AUTHORITY	SMH, SSMH	SANITARY SEWER MANHOLE
ALT.	ALTERNATE	GV	GATE VALVE	SS	SANITARY SEWER
AP	ANGLE POINT			SSC, SCO	SANITARY SEWER CLEANOUT
APPROX.	APPROXIMATE	HC	HORIZONTAL CURVE	SQ.	SQUARE
ASPH.	ASPHALT	HH	HAND HOLE	SSTL	STAINLESS STEEL
		HHW	HOUSEHOLD HAZARDOUS WASTE	STA	STATION
BC	BEGIN CURVE	HORIZ.	HORIZONTAL	STD	STANDARD
BM	BEAM	HP	HIGH POINT	SW	SIDEWALK
BEG.	BEGINNING	HT	HEIGHT		
BK	BACK	HDPE	HIGH-DENSITY POLYETHYLENE	T	TANGENT
BOT	BOTTOM	HDWL	HEADWALL	TB	TELEPHONE BOX
BP	BALANCE POINT	HW	HIGH WATER	T&B	TOP AND BOTTOM
BR.	BRIDGE			TBM	TEMPORARY BENCH MARK
BRG.	BEARING	IN OR "	INCHES	TBR	TO BE REMOVED
BSW	BACK OF SIDEWALK	ID	INSIDE DIAMETER	TE	TOP ELEVATION (RIM ELEVATION)
		INCL	INCLUSIVE	TEMP	TEMPORARY
CATV	CABLE TELEVISION	INV	PIPE INVERT	TC/TOC	TOP OF CURB
C	CHORD LENGTH			TYP	TYPICAL
CB	CATCH BASIN	JT	JOINT		
CC	CENTER TO CENTER			UG	UNDERGROUND
C&G	CURB AND GUTTER	L	LENGTH	UNO	UNLESS NOTED OTHERWISE
CHB	CHORD BEARING	LAT	LATITUDE		
CJ	CONSTRUCTION JOINT	LB	POUND	VC	VERTICAL CURVE
CL	CHAIN LINK	LT	LEFT	VERT	VERTICAL
℄, CL	CENTERLINE	LF	LINEAR FOOT (FEET)	VIF	VERIFY IN FIELD
CLR	CLEAR	LONG	LONGITUDINAL	VPI	VERTICAL POINT OF INTERSECTION
CMP	CORRUGATED METAL PIPE	LP	LIGHT POLE, LOW POINT	VPH	VEHICLES PER HOUR
CMU	CONCRETE MASONRY UNIT	LW	LOW WATER		
CO	CONTRACTING OFFICER			W	WEST, WATERLINE
COL	COLUMN	MANH	MANHOLE	W/	WITH
CTRS	CENTERS	MAX	MAXIMUM	WL	WATERLINE
CONC	CONCRETE	ME	MATCH EXISTING	WM	WATER METER
CONN	CONNECTION	MATL	MATERIAL	W/O	WITHOUT
CONT	CONTINUOUS	MI	MILE	WV	WATER VALVE
CONST	CONSTRUCTION	MISC	MISCELLANEOUS		
CP	CONTROL POINT	MIN	MINIMUM		
CPP	CONCRETE POWER POLE	MON	MONUMENT		
CU	COPPER WIRE	MP	MILE POST		
CUBN	CUBIC INCH(ES)	MPH	MILE PER HOUR		
CUFT	CUBIC FOOT	'	MINUTE(S) (ANGULAR)		
CUYD	CUBIC YARD(S)				
CULV	CULVERT	#, NO.	NUMBER		
		N	NORTH, NORTHING		
△, DELTA	CURVE CENTRAL ANGLE	(N)	NEW		
° OR DEG	DEGREE	NEG	NEGATIVE		
°F	DEGREE FAHRENHEIT	N.I.C.	NOT IN CONTRACT		
⌀, DIA	DIAMETER	NTS	NOT TO SCALE		
DHV	DESIGN HOURLY VOLUME				
V	DESIGN SPEED	OC	ON CENTER		
DI	DROP INLET	OD	OUTSIDE DIAMETER		
DIAG	DIAGONAL	OS	OUTLET STRUCTURE		
DIST	DISTANCE				
DN	DOWN	%	PERCENT		
DS	DOWNSPOUT	±	PLUS OR MINUS		
DWG	DRAWING	PC	POINT OF CURVE		
DW, DWY	DRIVEWAY	PCC	POINT OF COMPOUND CURVE		
		PERF	PERFORATED		
E	EAST, EASTING	PI	POINT OF INTERSECTION		
(E)	EXISTING	POC	POINT ON CURVE		
EC	END CURVE	POT	POINT OF TANGENT		
EG	EXISTING GRADE	PP	POWER POLE		
EL, ELEV	ELEVATION	PROJ	PROJECT		
ENGR(S)	ENGINEER(S)	PSF	POUNDS PER SQUARE FOOT		
EP OR EOP	EDGE OF PAVEMENT	PSI	POUNDS PER SQUARE INCH		
EQ	EQUAL	PT	POINT OF TANGENT		
EX	EXISTING	PVMT	PAVEMENT		
FFE	FINISHED FLOOR ELEVATION	QUANT	QUANTITY		
FG	FINISH GRADE				
FH	FIRE HYDRANT	R	RADIUS		
FLG	FLANGE	RCP	REINFORCED CONCRETE PIPE		
FO	FIBER OPTIC	RD	ROAD/ROOF DRAIN		
FOC	FACE OF CURB	REINF	REINFORCEMENT		
FRP	FIBER-REINFORCED PLASTIC	REQD	REQUIRED		
FT OR '	FOOT OR FEET	RET	RETAINING		
		ROW	RIGHT-OF-WAY		
		RT	RIGHT		

PROGRESS SET 2025-10-30

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Project: SIMON SANCHEZ HIGH SCHOOL DEMOLITION
YIGO, GUAM

No	Issue	Drawn	Approved	Date
A	30% DESIGN	MP	AS	OCT 25

Drawn: MP | Designer: AS
Drawing Check: AS | Design Check: BK
Project Manager: AK | Date: Oct. 31, 25
Scale: AS SHOWN
Original Size: ANSI D
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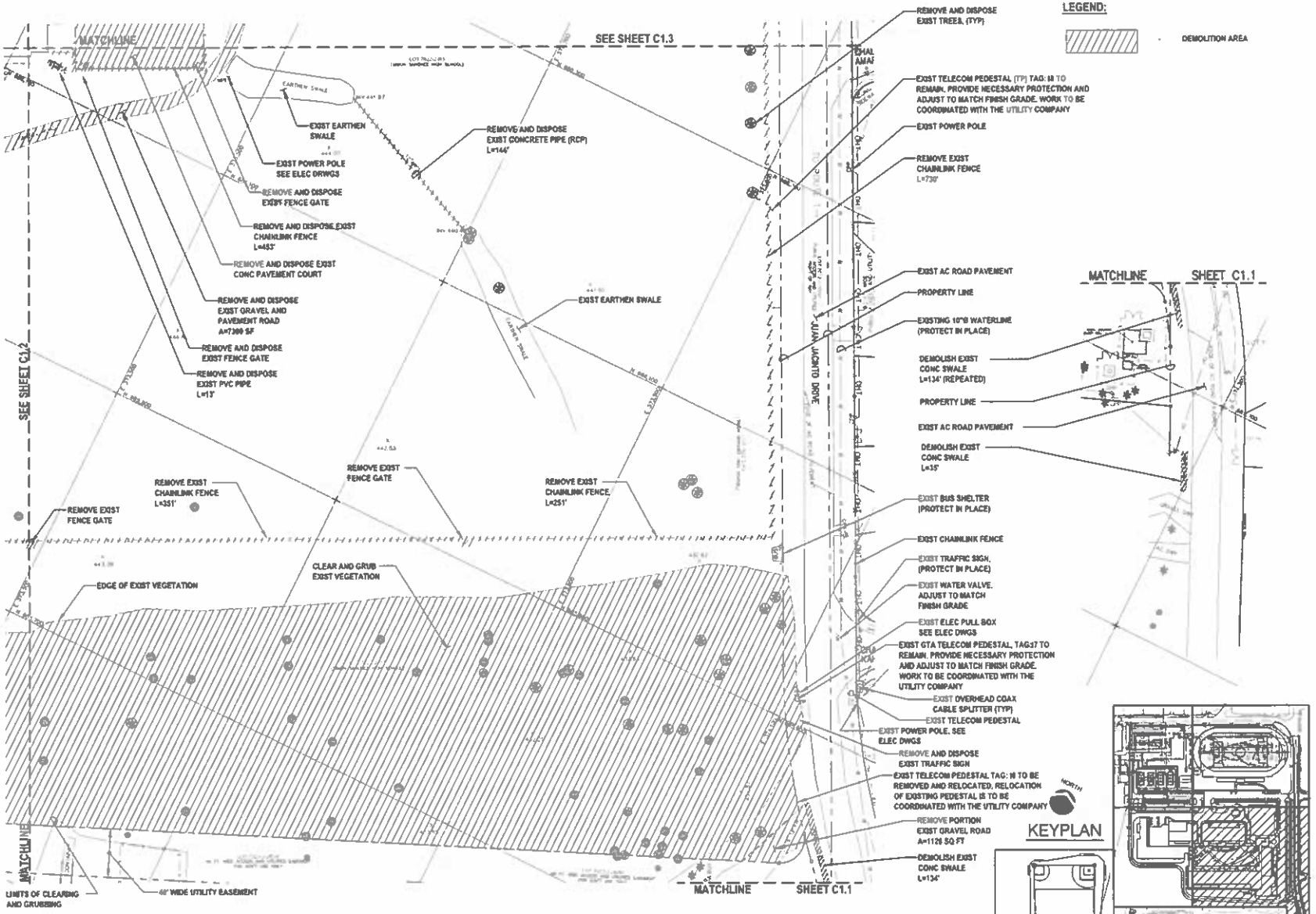
Project No. 12667739

Title: GENERAL NOTES, LEGENDS, SYMBOLS, AND ABBREVIATIONS

Sheet No: C-100
Sheet of



1 EXISTING CONDITIONS AND DEMOLITION PLAN - 1
SCALE: 1"=40'-0"

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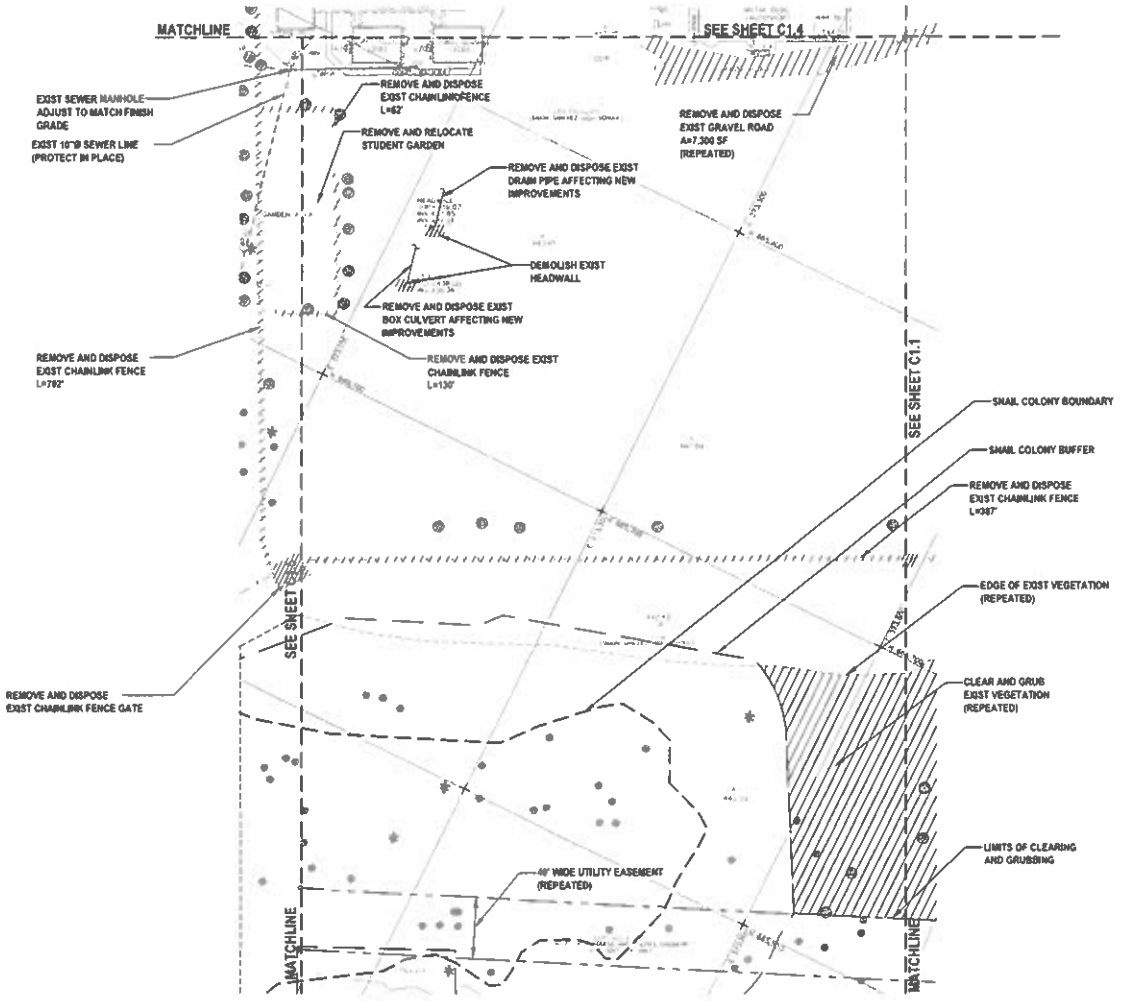
Title
EXISTING CONDITIONS AND DEMOLITION PLAN - 1

Sheet No.
C-101
Sheet

LEGEND:

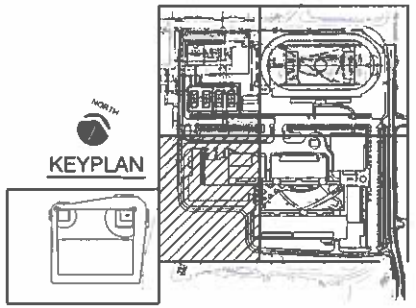
DEMOLITION AREA



1 EXISTING CONDITIONS AND DEMOLITION PLAN - 2
SCALE: 1"=40'-0"

40' 0' 40' 80'
SCALE: 1"=40'

KEYPLAN



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Project Manager	AK	Date	Oct. 31, 25	
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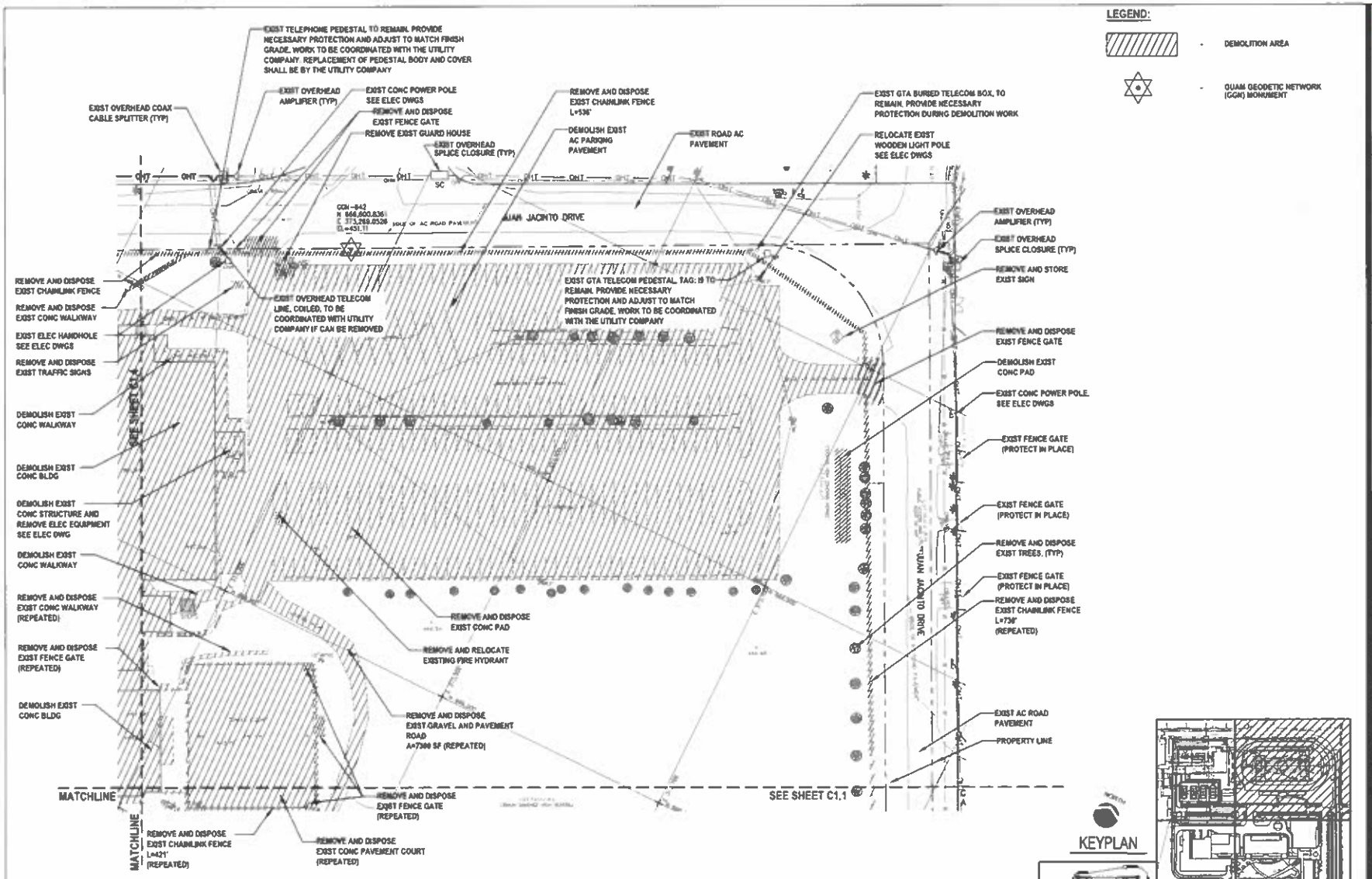
Title
EXISTING CONDITIONS AND DEMOLITION PLAN - 2

Sheet No.
C-102

Sheet p. of



1 EXISTING CONDITIONS AND DEMOLITION PLAN - 3
SCALE: 1"=40'

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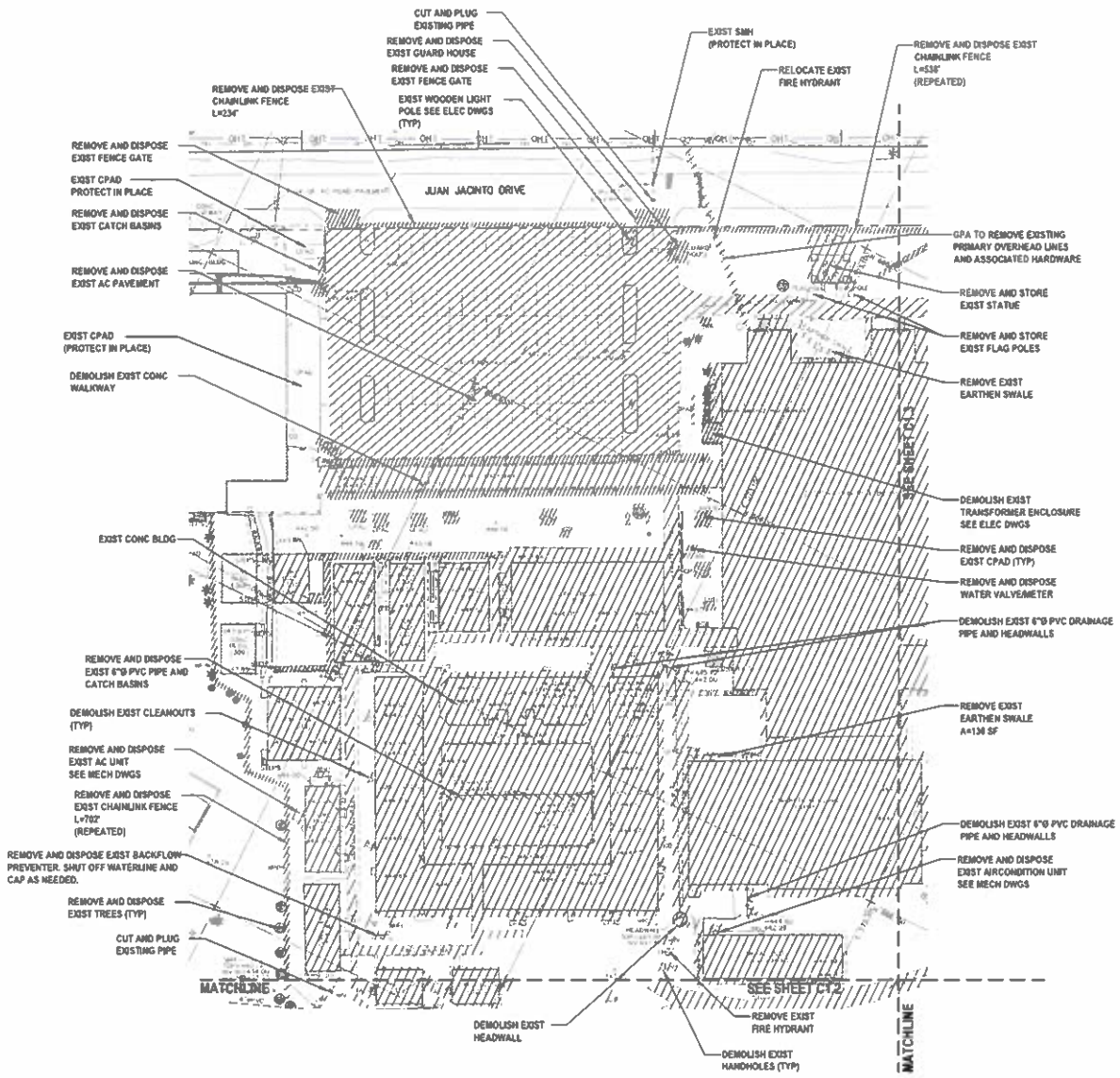
Title
EXISTING CONDITIONS AND DEMOLITION PLAN - 3

Sheet No.
C-103



1 EXISTING CONDITIONS AND DEMOLITION PLAN - 4
SCALE: 1"=40'-0"

SCALE: 1"=40'

LEGEND:

DEMOLITION AREA

KEYPLAN

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Title
EXISTING CONDITIONS AND DEMOLITION PLAN - 4

Sheet No.
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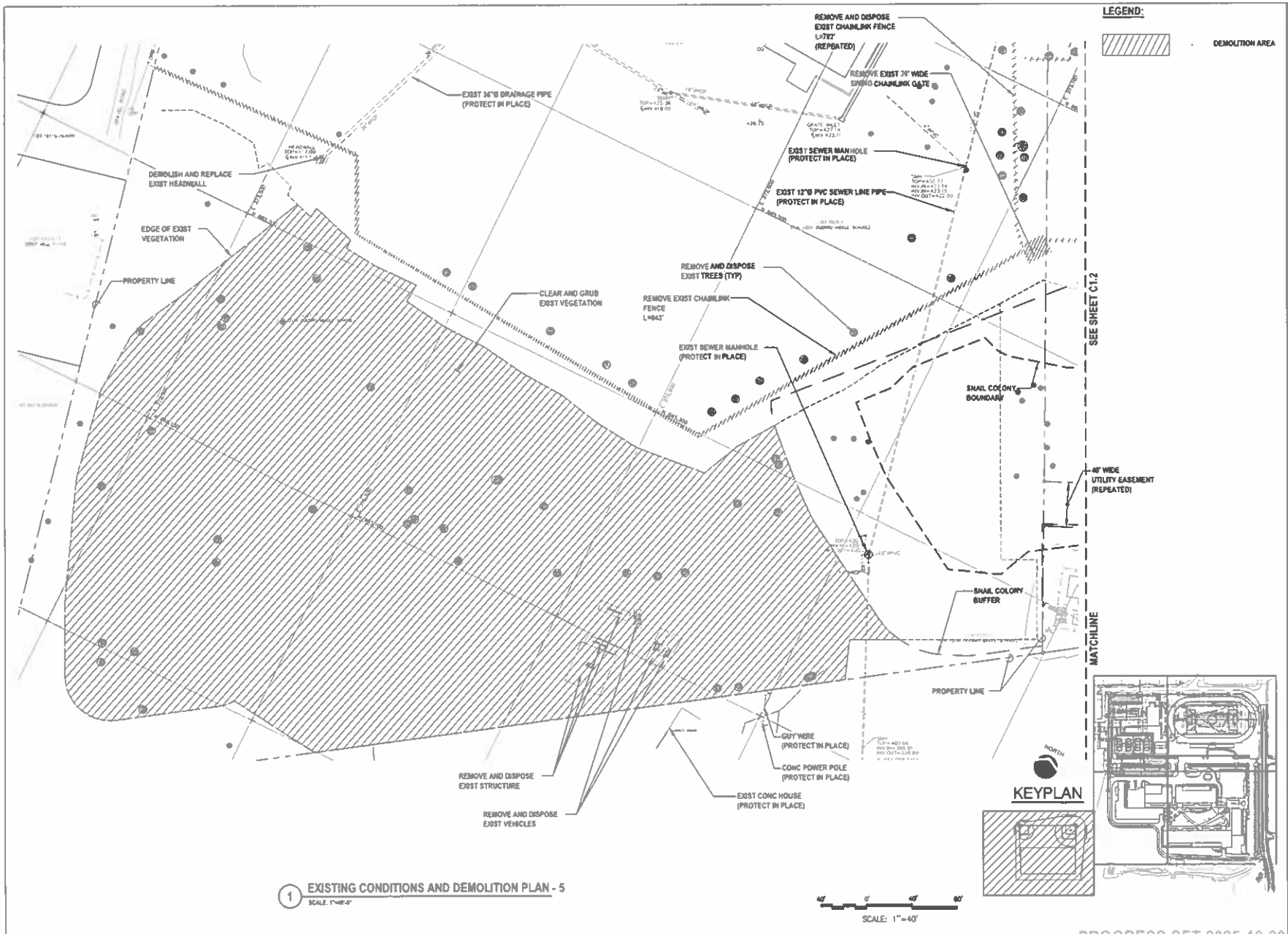

1 EXISTING CONDITIONS AND DEMOLITION PLAN - 5
SCALE: 1" = 40'

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Title
EXISTING CONDITIONS AND DEMOLITION PLAN - 5

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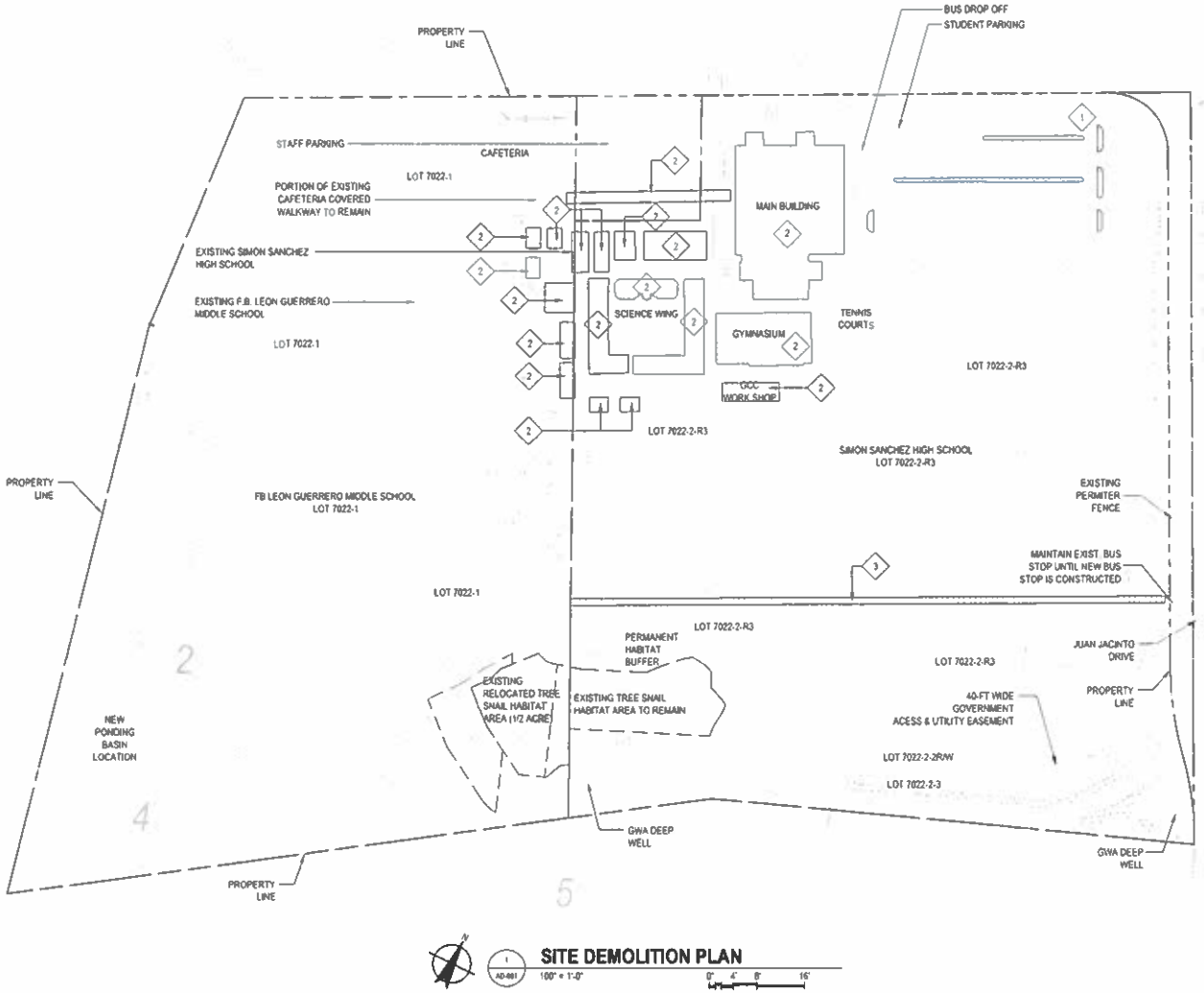
C-105
Sheet of



SITE DEMOLITION PLAN

AD-001 | 100' = 1'-0" | 0' 4' 8' 16'

HABITAT CONSERVATION MEASURES:

1. CONSERVATION MEASURES MUST BE DONE PRIOR TO ALL DEMOLITION AND CONSTRUCTION WORK.
2. CONDUCT A BIOLOGICAL SURVEY TO IDENTIFY ANY GUAM TREE SNAILS BEYOND THE EXISTING HABITAT BOUNDARY IDENTIFIED IN THE DRAWINGS.
3. PROVIDE A CONSTINOUS PROTECTIVE CONSTRUCTION MESH BARRICADE ALONG THE EXISTING SNAIL HABITAT BUFFER PERIMETER, ADJUST THE PERIMETER AFTER SNAILS ARE RELOCATED FROM THE SPECIFIED AREA OF THE EXISTING COLONY TO THE NEW HABITAT AREA.
4. PROVIDE A PERMANENT CHAIN LINK SECURITY FENCE WITH PERSONNEL ACCESS GATES AT THE PERIMETER OF THE MODIFIED EXISTING SNAIL HABITAT AND THE NEW HABITAT AREA.

DEMOLITION KEYNOTES:

1. EXISTING PARKING LOT TO BE DEMOLISHED.
2. EXISTING BUILDINGS TO BE DEMOLISHED.
3. EXISTING FENCE TO BE DEMOLISHED.

DEMOLITION NOTES:

1. EXISTING F.B. LEON GUERRERO SCHOOL TO REMAIN IN USE DURING DEMOLITION AND CONSTRUCTION. PROTECT SCHOOL FROM DAMAGE.
2. VERIFY EXISTING CONDITIONS & DIMENSIONS.
3. ALL WORK SHALL BE COMPLIANCE WITH APPLICABLE FEDERAL AND LOCAL CODES AND REGULATIONS PERTAINING TO LIFE SAFETY PROPERTY PROTECTION, AND ENVIRONMENTAL PROTECTION
4. PROVIDE AND MAINTAIN HOARDING / BARRICADES, LIGHTING, AND GUARDRAILS AS REQUIRED BY APPLICABLE CODES AND REGULATIONS TO PROTECT OCCUPANTS OF BUILDINGS AND WORKERS.
5. KEEP EXITS, EXIT ACCESSES, EXIT DISCHARGES, AND PUBLIC WAYS CLEAR AT ALL TIMES.
6. VERIFY LOCATION AND EXTENT OF DEMOLITION WORK FOR ALL TRADES NECESSARY FOR THE WORK WETHER INDICATED OR NOT.
7. PROVIDE AND MAINTAIN PARTITIONS / BARRIERS AS REQUIRED TO PREVENT SPREAD OF DUST, FUMES, SMOKE, ETC. TO OTHER PARTS OF THE BUILDING. ON COMPLETION, REMOVE PARTITIONS AND REPAIR DAMAGED SURFACES TO MATCH ADJACENT SURFACES.
8. PROTECT ADJACENT AREAS AND EXISTING BUILDING ELEMENTS / COMPONENTS TO REMAIN FROM POTENTIAL DAMAGES RESULTING FROM DEMOLITION WORK.
9. REPAIR DAMAGES TO ADJACENT SURFACES, ETC. WHERE AFFECTED BY DEMOLITION WORK.
10. IF DEMOLITION IS PERFORMED BEYOND THAT IS REQUIRED, RESTORE AFFECTED AREAS AT NO COST TO THE OWNER.
11. NOTIFY OWNER BEFORE DEMOLITION BEGINS IN OCCUPIED AREAS.
12. KEEP AREAS CLEAN AND HAZARD-FREE THROUGHOUT DURATION OF DEMOLITION WORK. LEAVE AREAS BROOM CLEAN READY FOR NEW WORK.
13. REMOVE (FROM SITE DAILY) AND LEGALLY DISPOSE OF DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM DEMOLITION WORK.
14. NO EXISTING WORK BY OWNER SHALL BE REMOVED UNLESS SUCH REMOVAL IS APPROVED IN WRITING BY OWNER.
15. NOTIFY OWNER OF UTILITIES, PIPES, CONDUIT, AND OTHER ELEMENTS FOUND WITHIN DEMOLITION AREA THEY ARE NOT SHOWN ON DRAWINGS.
16. CONTRACTOR TO OBTAIN AND PAY FOR PERMIT FEES.
17. REFER TO CIVIL DRAWING FOR SCARIFYING & GRADING OF SITE.
18. EXTENT OF CONSTRUCTION SHALL BE COORDINATED WITH CIVIL & LANDSCAPING WORKS.

LEGEND:

EXISTING TO BE DEMOLISH

PROGRESS SET 2025-11-06

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YIGO, GUAM

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Drafting Check	MJJ	Design Check	PLH	
Project Manager	PLH	Date	NOV. 06, 2025	
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Project No: 12667739

Title: SITE DEMOLITION PLAN

Sheet No: AD-001

Sheet 6 of 8

Gmail Vince Arriola <vince.arriola@dpw.guam.gov>

FOIA- documents for new simon sanchez high school-razzano, walsh & torres

Linda Ibanez <linda.ibanez@dpw.guam.gov> Mon, Nov 10, 2025 at 10:22 AM
To: Tom Keeler <tkeeler@oagguam.org>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>, John Calanayan <john.calanayan@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Danielle Tenorio-Balbas <dtenorio-balbas@oagguam.org>, Krista Cruz-Lynch <kcruz-lynch@oagguam.org>

Hi Tom,

We would need additional time please. Thank you!

On Sat, Nov 8, 2025 at 10:15 AM Tom Keeler <tkeeler@oagguam.org> wrote:

> # Receipt acknowledged.
>
> On Fri, Nov 7, 2025 at 1:51 PM Donna Herrero <donna.herrero@dpw.guam.gov> wrote:
>
> > Good afternoon,
> >
> > Please find the attached FOIA request for your review and response. Please acknowledge receipt of this email and attachment.
> >
> > Thank you,
> > Donna Herrero,
> > Private Secretary
> > Department of Public Works
> > (671)647-5055

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

FOIA- documents for new simon sanchez high school-razzano, walsh & torres

Donna Herrero <donna.herrero@dpw.guam.gov> Fri, Nov 7, 2025 at 1:54 PM
To: Tom Keeler <tkeeler@oagguam.org>, John Calanayan <john.calanayan@dpw.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>

Good afternoon,

Please find the attached FOIA request for your review and response. Please acknowledge receipt of this email and attachment.

Thank you,
Donna Herrero,
Private Secretary
Department of Public Works
(671)647-5055

foia25-0024.pdf
92K

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION
PAN AMERICAN BUILDING
139 Murray Blvd Suite 100
Hagåtña, Guam 96910

November 7, 2025

VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov

Re: General Pacific Services Request for Documents for New Simon Sanchez High School (FDDBLM); Project No. 730-5-1059-L-YIG

Dear Director Arriola,

I write to follow up on my client's Sunshine Act Request of October 30, 2025. More than a week has elapsed, and my office has still not received a response regarding our request for the procurement record kept for Project No. 730-5-1059-L-YIG. We look forward to your immediate response.

Sincerely,

Joshua D. Walsh

(T): 671-989-3009 • (F): 671-989-8750 • www.rwtguam.com
Electronic Service: eservice@rwtguam.com • Sender's Direct Email: jdwalsh@rwtguam.com

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION
PAN AMERICAN BUILDING
139 Murray Blvd Suite 100
Hagåtña, Guam 96910

October 30, 2025

VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov

SUNSHINE ACT REQUEST

Re: General Pacific Services Request for Documents for New Simon Sanchez High School (FDDBLM); Project No. 730-5-1059-L-YIG

Dear Director Arriola,

This office represents General Pacific Services ("GPS"), a bidder on Project No. 730-5-1059-L-YIG. GPS requests, pursuant to the Guam Sunshine Act, 5 G.C.A. § 10101, *et seq.*, copies of the following Public Records in the possession of the Department of Public Works ("DPW"):

- The entire procurement record for Project No. 730-5-1059-L-YIG, including, but not limited to, all correspondence between DPW and any potential bidders.

Pursuant to 5 G.C.A. § 10103(d), you have four (4) days to comply with this request. We look forward to your prompt reply.

Sincerely,

Joshua D. Walsh

(T): 671-989-3009 • (F): 671-989-8750 • www.rwtguam.com
Electronic Service: eservice@rwtguam.com • Sender's Direct Email: jdwalsh@rwtguam.com

Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

FOIA- documents for new simon sanchez high school-razzano, walsh & torres

Linda Ibanez <linda.ibanez@dpw.guam.gov> Mon, Nov 10, 2025 at 2:46 PM
To: Danielle Tenorio-Balbas <dtenorio-balbas@oagguam.org>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, John Calanayan <john.calanayan@dpw.guam.gov>, Krista Cruz-Lynch <kcruz-lynch@oagguam.org>

Hafa Adai Ms. Tenorio-Balbas,

We acknowledge receipt of your email regarding the procedures for submitting requests for legal assistance.

I was not aware of the updated procedures you mentioned, but we will certainly adhere to them moving forward. Please send us a copy of the updated official procedures for our records.

Thank you!

On Mon, Nov 10, 2025 at 12:42 PM Danielle Tenorio-Balbas <dtenorio-balbas@oagguam.org> wrote:

> Hafa Adai,
>
> I do not see that we have physically received any request for assistance in this matter. As indicated previously - please refrain from emailing the attorneys directly and follow our procedures. We need a request and the FOIA to be delivered to our Agana Office (3rd flr, old BOH bldg.) However, Attorney Keeler is already assisting with this matter. Therefore, we will open a matter for this FOIA and I will have it assigned to him.
>
> For this particular matter, please send me the FOIA request indicated in the 11/7/25 email from Donna. I will use the email received from Donna on 11/07/25 as your agency's request so we can do a proper intake and open a file for this matter as our procedure requires.
>
> Also, moving forward, please keep in mind that ANY request or ANY matters that need our office's assistance must be physically delivered to the Solicitors division located on the 3rd floor of our Agana office. From there we will have the matter assigned to an AAG to assist with your request. As well as any emails to the Attorneys from our office please copy both Krista (who is cc'd in this email) and myself.
>
> Your attention to this matter is greatly appreciated! Should you have any questions or concerns, kindly advise.
>
> *Thank you,*
>
> **Danielle**
>
> **Danielle B. Tenorio-Balbas**
>
> Administrative Supervisor
>
> CDAG Assistant
>
> Solicitors Division
>
> **Office of the Attorney General of Guam**
>
> 134 W. Soledad Avenue, Suite 302

Please find the attached FOIA request for your review and response. Please acknowledge receipt of this email and attachment.

Thank you,
Donna Herrero,
Private Secretary
Department of Public Works
(671)647-5055

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

Notice of Intent to Award

13 NOV 2025

Ho Eun <ho.eun@coretechintl.com> Mon, Nov 10, 2025 at 5:23 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, Joseph Guthrie <jguthrie@oagguam.org>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Vincent P. Arriola (Vince.Arriola@dpw.guam.gov)" <vince.arriola@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "keswanson@gdoe.net" <keswanson@gdoe.net>
Cc: "cp@coretechintl.com" <cp@coretechintl.com>, Maebell Violango <maebell.violango@coretechintl.com>, Phobby Villanueva <phobby.villanueva@coretechintl.com>, Alon Elamparo <alon.elamparo@coretechintl.com>, Younghoon Kim <younghoon.kim@coretechintl.com>, Ki Han <ki.han@coretechintl.com>

Dear John and the team,

CTI is pleased to submit the required documentation for the New Simon Sanchez High School project. Enclosed are the following:

1. Construction Phase Insurance Coverage: Certificate of Insurance
   a. Commercial General Liability
   b. Automobile Liability
   c. Umbrella Liability
   d. Workers' Compensation and Employers' Liability
   e. Builders Risk
2. Written clearance from the Department of Revenue and taxation: Good Standing Certificate
3. Current Business License: Contractor's License
4. Executed Formal Contract and the Performance and Payment Bond within 15 days of those documents being finalized: Our surety is ready to issue a Performance and Payment Bond upon the formal contract execution. In the meantime, we have attached the Proposal Guaranty Bond and the Bondability letter for readiness.

We appreciate the opportunity to work with DPW and the Government of Guam on this important project. Should you require any further documentation or clarification, please do not hesitate to contact us.

Best regards,

Ho Eun

CORE TECH INTERNATIONAL

388 S. Marine Corps Drive, Suite 400, Tamuning, Guam
96913

Tel: (671)473-5000 www.coretechintl.com

Cell.: (671) 486-5000 | Email: ho.eun@coretechintl.com

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Monday, October 27, 2025 10:59 AM
To: Ho Eun <ho.eun@coretechintl.com>; Tom Keeler <tkeeler@oagguam.org>; Joseph Guthrie <jguthrie@oagguam.org>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Vincent P. Arriola (Vince.Arriola@dpw.guam.gov) <vince.arriola@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>; keswanson@gdoe.net
Subject: Notice of Intent to Award

Mr. Eun Ho,

Forwarded below is the sign copy of the NOTICE OF INTENT OF AWARD. Please acknowledge receipt of this email. Thank you

John

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.
[Quoted text hidden]

4 attachments

1. Certificate Insurance.pdf
524K

2. Good Standing Certificate.pdf
123K

3. Contractor's License.pdf
403K

4. Guaranty Bond.pdf
6146K

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MOYLAN'S INSURANCE UNDERWRITERS, INC.
1957 Army Drive
Barrigada, GU 96913
TEL) 671-632-3783 FAX) 671-632-3788

CONTACT NAME: Cassandra N. Terrell
PHONE (A/C, No, Ext): 671-477-8613 **FAX (A/C, No):** 671-477-1837
E-MAIL ADDRESS: cterrell@moylans.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : DB INSURANCE CO., LTD.	1630
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Core Tech International Corporation
388 South Marine Corps Drive, Suite 400
Tamuning, GU 96913

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		20221214902DED-0008R	02/28/2025	02/28/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000.00 $ 50,000.00 $ 1,000.00 $ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			20221214911DED-0034R	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000.00 $ $ $ $
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			20221214906DED-0004R	02/28/2025	02/28/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000.00 $ 4,000,000.00 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		20221214909DED-0004R	02/28/2025	02/28/2026	[X] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Contractor within the Island of Guam.
Project No. 730-5-1059-L--YIG; New Simon Sanchez High School (FDDBLM)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PARAGON
INSURANCE MANAGEMENT SOLUTIONS

INSURANCE BINDER

(This binder is a temporary insurance contract pending issuance of the formal policy. Please note that certain terms, conditions, and premium amounts may be subject to change upon issuance of the final policy.)

Binder No. PAG-2025-01			November 10, 2025
Type	Contractors' All Risk Insurance (Munich Re Form)		
Named Insured	Core Tech International		
Project	Construction of New Simon Sanchez High school (FDDBLM) Project No. 730 S-1059-L-YIG		
Insurance Period(est.)	18 months from June 1st, 2026		
Territorial Limit	GUAM		
Limit of Insurance Section I. Material Damage	Contact Value (Civil Works Excluded)		USD 115,173,703.00
Sub-Limit(s)	Typhoon and/or Windstorm, Earthquake		USD 10,000,000 a.o.o
Deductible(s)	Typhoon and/or Windstorm Earthquake	5% of VARTOL 5% of VARTOL	Min. USD250,000 a.o.o Min, USD250,000 a.o.o
	All Other Perils		USD 100,000.00 a.o.o.
Provisional Premium	USD 1,800,000.00		
Insurers / Participation	Core Tech Captive Insurance Company (100%)		
Additional Interest	Department of Public Works (DPW)		

PARAGON
INSURANCE MANAGEMENT SOLUTIONS

Note: This binder confirms that the insurer listed above has agreed to provide coverage in accordance with the terms and conditions stated herein, pending issuance of the formal policy.
Authorized Representative:

Jae Joon Lee,
Head of Reinsurance & Wholesale
Paragon Insurance Management Solution

On Behalf of Insurer:

Juno Eun,
CEO
Core Tech Captive Insurance Company

GOVERNMENT OF GUAM
DEPARTMENT OF REVENUE & TAXATION

CERTIFICATE OF EXISTENCE

I, MARIE P. LIZAMA, Director of the Department of Revenue and Taxation, do hereby certify that according to the records of this Department,

CORE TECH INTERNATIONAL CORPORATION

Charter Number: D-9175

was incorporated under the laws of Guam U.S.A. pursuant to **Title 18, GCA CHAPTER 2** on OCTOBER 1, 1991 and that it is an existing Corporation in **GOOD LEGAL STANDING.**

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Government of Guam this ***6th day of NOVEMBER, 2025***

Marie P. Lizama
Director

By:

Tammy Jean Asuncion
Supervisor
General Licensing & Registration
Regulatory Division

Dipåttamenton Kontribusion yan Adu'ånå

DEPARTMENT OF
REVENUE AND TAXATION
GOVERNMENT OF GUAM Gubetnamenton Guåhan

LOURDES A. LEON GUERRERO, Governor Maga'håga
JOSHUA F. TENORIO, Lt. Governor Sigundo Maga'låhi

MARIE P. LIZAMA, Director
Direktot
MICHELE SANTOS , Acting Deputy Director
Aktot Sigundo Direktot

TAX CERTIFICATION

I hereby certify that an inspection of our records has been made and disclosed that:

NAME: CORE TECH INTERNATIONAL
ADDRESS: 388 S. MARINE CORPS DRIVE SUITE 400
TAMUNING, GU 96913
INARAJAN, GU 96915
EIN/SSN/GRT: 66-0479341

☐ Has no record with us.

☐ Has liability with us.
(Note: DOES NOT INCLUDE REAL PROPERTY TAX.)

☐ Has not filed certain requirements.

☒ Has no tax liability with us.
Note: DOES NOT INCLUDE REAL PROPERTY TAX.

☐ OTHER: _____

Certified on November 6, 2025

FOR: JEAN B FLORES
Supervisor, Collection Branch

2026

CONTRACTOR'S LICENSE

LOURDES A. LEON GUERRERO
Governor of Guam

JOSHUA F. TENORIO
Lt. Governor of Guam

Pursuant to the provisions of P.L. 30-011 Chapter 70 of the Government Code and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

Core Tech International Corporation

To engage in the business or act in the capacity of a contractor in the following classifications

A,B,
C1,2,3,4,5,6,7,8,9,10,11,12,13,13A,14,16,17,18,19,20,21,22,23,24,25,26,27, 28,29,30,31,32,33,34,35,36,38,39,40,41,42,43,44,45,46,47,48,49,50,53,53A, 54, 55, 57, 58 & 60

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.

Signature of RME
RME #

Signature of LICENSEE
License # 5711

Certificate # C-0525-0322

Issued: May 21, 2025

Expires: June 30, 2026

BERNARD S. BENAVENTE
BOARD CHAIRMAN

JOHN P. AGUON
EXECUTIVE DIRECTOR

Proposal Guaranty

Proposal Guaranty NO. ----------

KNOW ALL MEN BY THESE PRESENTS, that

Core Tech International Corporation

(Name of Contractor)

As Principal, hereinafter called the Principal and

Zurich American Insurance Company

(Name of Surety)

a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held and firmly bound unto the Territory of Guam for the sum of 15% of bid amount, not to exceed $3,000,000.00 Dollars ($----------), for payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for the " **NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASE BACK & INSURE/CAPITAL MAINTENANCE (FDDBLM), PROJECT NO. 730-5-1059-L-YIG**

NOW THEREFORE, if the Territory of Guam shall accept the Proposal Guaranty of the Principal and the Principal shall not withdraw said Proposal within sixty (60) calendar days after the opening of Request For Proposal (RFP), and shall within fifteen (15) calendar days after the prescribed forms are presented to him for signature, enter into a Contract with the Territory of Guam in accordance with the terms of such proposal and give such guaranty as may be specified in the RFP or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such Proposal Guaranty, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said RFP and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said Proposal Guaranty or an appropriate liquidated amount as specified in the Request for Proposals then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of May, 2025

Core Tech International Corporation

(SEAL)

(PRINCIPAL)

(WITNESS)

(TITLE)

Zurich American Insurance Company

(MAJOR OFFICER OF SURETY)
Satomi Kobayashi for
Robert D. Murray, Vice President

(TITLE)

(MAJOR OFFICER OF SURETY)
Satomi Kobayashi for
Mary Jean Pethick, Vice President

(TITLE)

(RESIDENT GENERAL AGENT)

Takagi & Associates, Inc.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint t Hidenobu TAKAGI, Jo TAKAGI and Pamela A. CRUZ, Judith SANTOS and Satsuki PEREZ, Asako T. ARAW, Satomi KOBAYASHI of Tumon, Guam, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 06th day of December, A.D. 2022.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 06th day of December, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies.
this 15th day of May, 2025.

MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

GOVERNMENT OF GUAM

DEPARTMENT OF REVENUE AND TAXATION

OFFICE OF THE INSURANCE AND BANKING COMMISSIONER

CERTIFICATE OF AUTHORITY

COA364

Know All Men by These Presents That:

Name ZURICH AMERICAN INSURANCE COMPANY

Address 1299 ZURICH WAY, 10TH FLOOR
SCHAUMBURG, IL 60196-1056
United States

Classes of Insurance Authorized

- Accident & Health
- Fidelity & Surety
- Fire
- Marine
- Miscellaneous
- Motor Vehicle
- Prop. Damage & Liability
- Reinsurance P&C
- Workmens Comp

Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 1st day of July, 2024 to the 30th day of June, 2025 unless authority is revoked for failure to comply with the law.

General Agent(s)

ASSURANCE BROKERS INC.(GUAM) DBA AB RISK SOLUTIONS
CASSIDY'S ASSOCIATED INSURERS INC
TAKAGI & ASSOCIATES INC
ZURICH AMERICAN INSURANCE COMPANY

In Witness Whereof, I have hereunto subscribed my name officially and have heron impressed my Seal of Office at the City of Barrigada, Guam on this 1st day of July, 2024

Michelle B. Santos
Insurance and Banking Commissioner

ZURICH

May 15, 2025

John Calanayan
Contract Administration Technical Services Office
Ground Floor, TMC Building, DPW
542 North Marine Corps Drive
Tamuning Guam 96913

Re: NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG

Mr. Calanayan

We understand you have asked for our comments regarding the surety capacity of Core Tech International Corporation (Core Tech). Zurich American Insurance Company has the privilege to act as Surety for Core Tech and we have every confidence in their abilities. Further, Core Tech currently enjoys a surety facility in excess of $500 million for single projects and $1.5 billion aggregate.

Zurich American Insurance Company is currently rated A+ XV by AM Best, is authorized to issue bonds in Guam, and is U.S. Treasury listed.

Please remember that Zurich American Insurance Company will entertain issuing bonds as requested, but subject to our usual underwriting criteria, including but not limited to the review of contract documents. Also, please note this letter is not an assumption of liability nor is it a bond.

Sincerely,

ZURICH AMERICAN INSURANCE COMPANY

Satomi Kobayashi
Attorney-in-Fact

Cc: Core Tech International Corporation
File

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint t Hidenobu TAKAGI, Jo TAKAGI and Pamela A. CRUZ, Judith SANTOS and Satsuki PEREZ, Asako T. ARAW, Satomi KOBAYASHI of Tumon, Guam, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 06th day of December, A.D. 2022.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 06th day of December, A D 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies. this 15th day of May, 2025.

SEAL SEAL SEAL

MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

d - 2015

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

Groundbreaking Ceremony Rescheduled for Simon Sanchez High School

Joseph W Duenas <jduenas@ssfm.com> Wed, Nov 12, 2025 at 1:09 PM
To: "Roy A.B. Quinata" <roy.quinata@guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Senator Roy,

Thank you for the update. Acknowledging receipt.

Looking forward to tomorrow's meeting discussion.

Sincerely,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 671.646.7736 | F 671.300.7738
jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

From: Roy A.B. Quinata <roy.quinata@guam.gov>
Sent: Wednesday, November 12, 2025 12:45 PM
To: Joseph W Duenas <jduenas@ssfm.com>; Vince Arriola <vince.arriola@dpw.guam.gov>; Donna Herrero <donna.herrero@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>; Ina Carillo <icarillo@pbsguam.org>; Krystal Paco-San Agustin <krystal.paco@guam.gov>; Mason Obispo <mason.obispo@guam.gov>; Michaelene Arroyo <michaelene.arroyo@guam.gov>; Carla Benita Masnayon <cdmasnayon@gdoe.net>
Subject: Groundbreaking Ceremony Rescheduled for Simon Sanchez High School

Email received from **EXTERNAL** sender. Confirm the content is safe prior to opening attachments or links.

Hafa Adai Team,

Please be advised that the groundbreaking ceremony for Simon Sanchez High School has been rescheduled to Monday, November 24, 2025, at 11:00 AM, as requested by the Chief of Staff.

Kindly acknowledge receipt of this email at your earliest convenience.

SYM - RQ

NOTICE: This communication and any attachments ("this message") may contain confidential information for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on this message is strictly prohibited. If you have received this message in error, or you are not an authorized recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

Fwd: SSHS - Billboard and Sandbox designs

Roy A.B. Quinata <roy.quinata@guam.gov> Thu, Nov 13, 2025 at 8:50 AM
To: Vince Arriola <vince.arriola@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, Joseph W Duenas <jduenas@ssfm.com>

Hafa Adai, TEAM

Please see the attached files for your review.

---------- Forwarded message ---------
From: **Krystal Paco-San Agustin** <krystal.paco@guam.gov>
Date: Thu, Nov 13, 2025 at 5:59 AM
Subject: Fwd: SSHS - Billboard and Sandbox designs
To: Roy A.B. Quinata <roy.quinata@guam.gov>

Krystal Paco-San Agustin, MPA, CM
Director of Communications
Office of the Governor of Guam
Ricardo J. Bordallo Governor's Complex
Hagåtña, Guam 96910
Phone: 671.472.8931

---------- Forwarded message ---------
From: **Andrea Murer** <andrea.murer@guam.gov>
Date: Wed, Nov 12, 2025 at 10:11 PM
Subject: SSHS - Billboard and Sandbox designs
To: Krystal Paco-San Agustin <krystal.paco@guam.gov>

Hi Krystal,

Attached SSHS - Billboard and Sandbox designs

- 16x8ft-Sharks-01-A.jpg
- 16x8ft-Sharks-02-B.jpg
- 16x8ft-Sharks-03-C.jpg
- 32x3ft-Sharks-01-A.jpg

32x3ft-Sharks-02-B.jpg

32x3ft-Sharks-03-C.jpg

SSHS-Groundbreaking-Samples-01.jpg

SSHS-Groundbreaking-Samples-02.jpg

Andrea Murer

Graphic Designer | Communications Office
Ufisinan I Maga'hågan Guahan
Office of the Governor of Guam
Ricardo J. Bordallo Governor's Complex
Hagåtña, Guam 96910
Phone: 671.473.1135
Email: andrea.murer@guam.gov

GOVERNOR LOU LEON GUERRERO AND LT. GOVERNOR JOSH TENORIO

ANNOUNCE THE CONSTRUCTION OF THE NEW SIMON SANCHEZ HIGH SCHOOL

PROMISES MADE. PROMISES DELIVERED.

Contracting Agent Department of Public Works

Contractor CORETECH

Construction Management SSFM

public works

CORE TECH

GOVERNOR LOU LEON GUERRERO AND LT. GOVERNOR JOSH TENORIO

ANNOUNCE THE CONSTRUCTION OF THE NEW SIMON SANCHEZ HIGH SCHOOL

PROMISES MADE. PROMISES DELIVERED.

Contracting Agent Department of Public Works | **Contractor** CORETECH | **Construction Management** SSFM

public works

CORE TECH

GOVERNOR LOU LEON GUERRERO AND LT. GOVERNOR JOSH TENORIO

ANNOUNCE THE CONSTRUCTION OF THE NEW SIMON SANCHEZ HIGH SCHOOL

PROMISES MADE. PROMISES DELIVERED.

Contracting Agent Department of Public Works | **Contractor** CORETECH | **Construction Management** SSFM

CORE TECH

THE START OF SOMETHING NEW

THE START OF SOMETHING NEW
THE START OF SOMETHING NEW

THE START OF SOMETHING NEW

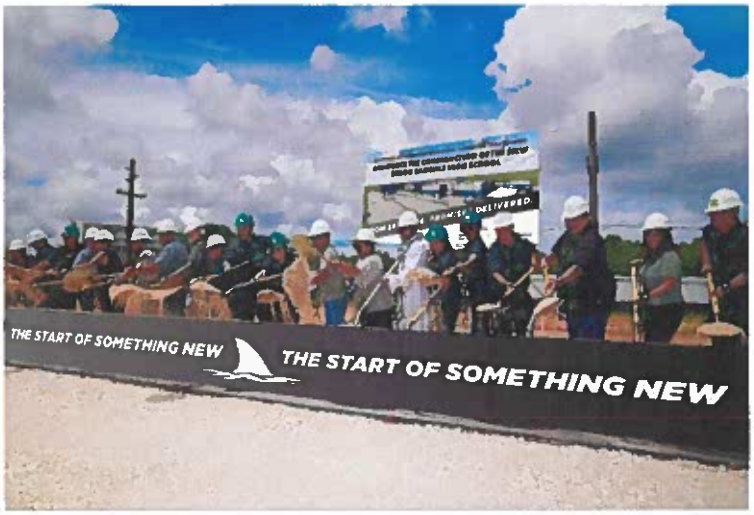
16ft w x 8ft h

A

B

C

32ft w x 3ft h



A

B

C

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

SSHS Developer documents

Tina Garcia <cgarcia@investguam.com> Thu, Nov 13, 2025 at 9:32 AM
To: Ho Eun <ho.eun@coretechintl.com>
Cc: Vincent Arriola <vince.arriola@dpw.guam.gov>, Lester Carlson <lester.carlson@bbmr.guam.gov>, John San Nicolas <jsannicolas@investguam.com>, Angelene Rios <angelene.rios@investguam.com>

Hafa Adai Mr. Ho,

Congratulations on the final award of the SSHS Leaseback Financing! We are all eager to get this process started.

As promised, attached please find the following JFK documents as points of reference as we work towards completing similar documents for the SSHS Project:

1. JFK Project Development Agreement
2. JFK Insurance and Maintenance Agreement

Please let me know if you have any questions or concerns.

Senseremente,
Tina Garcia
CEO / Administrator

GUAM ECONOMIC DEVELOPMENT AUTHORITY

590 S. Marine Corps. Drive, Suite 511
Tamuning, GUAM 96913
T 671 647 4332
F 671 649 4146
E **tina.garcia@investguam.com**
W investguam.com

2 attachments

JFK Project Development Agreement.pdf
5322K

JFK Insurance & Maintenance Agreement.pdf
1161K

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT is made as of the first day of August, 2010, by and between INTERNATIONAL BRIDGE CORPORATION, an Ohio corporation ("Developer"), and CAPFA CAPITAL CORP. 2010A, a Florida not-for-profit corporation ("Owner").

WITNESSETH:

WHEREAS, Owner and the Government of Guam, through the Department of Education, Government of Guam ("Lessee"), have entered into a Lease Agreement dated as of August 1, 2010, (the "Lease");

WHEREAS, pursuant to the Ground Lease (the "Ground Lease") dated as of August 1, 2010 between the Government of Guam and Owner, Owner is ground-leasing one site (the "Site") from the Government of Guam; and, pursuant to the Lease, Owner is obligated to design, construct, and install on the Site a high school (the "Facility" or the "Project"), and to lease to Lessee the Site, the Facility and certain equipment to be located on the Site (the work scope and project description being more particularly described in Exhibit A attached hereto);

WHEREAS, Owner desires to engage Developer to design, construct and install such Facility and Developer is willing to accept such engagement pursuant to the terms set forth herein and to provide design-build and demolition services itself or cause such services to be provided through an entity in which Developer holds an ownership interest ("Project LLC"), through a separate agreement between Project LLC and Owner (the "Design-Build Agreement"); and

WHEREAS, this Agreement, together with the Insurance and Maintenance Agreement, dated as of August 1, 2010, by and between Lessor and International Bridge Corporation, as maintenance contractor, constitutes the "Contract" as that term is defined in Chapter 58A of Title 5 of the Guam Code Annotated;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other valuable consideration, Owner hereby engages Developer as developer for the Project, and Developer hereby accepts such engagement, subject to and in accordance with the following:

ARTICLE I
DEFINITIONS

Section 1.1. *Definitions.* Capitalized words and terms used in this Agreement that are defined in the Lease shall have the meanings given them in the Lease. In addition to the words and terms defined elsewhere, herein, the following words and terms shall have the meanings set forth below.

"*Acquisition Price*" means the total amount to be paid to Developer for the design and construction of the Project, exclusive of construction monitoring and initial development fees, which amount shall equal $45,200,000, and shall be payable in accordance with Section 2.3 and Exhibit B attached hereto and hereby incorporated herein by reference.

"*Actual Costs*" means the Costs of the Project actually and necessarily incurred by Developer.

"*Agreement*" means this Project Development Agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

"*Certificate Documents*" means the Financing Documents, as defined in the Trust Agreement, and each of the other documents executed in connection with the closing of the Certificates.

"*Certificate Financing*" means the financing for the Project, which consists of the execution and delivery of the Certificates pursuant to the Trust Agreement.

"*Certificates*" means the CaPFA Capital Corp. 2010A Certificates of Participation (Department of Education--John F. Kennedy High School Project), Series 2010A.

"*Completion Date*" means that certain completion date set forth in Section 5.01(e) of the Lease, or such later date as may be agreed to by Owner and Developer and pursuant to the provisions of Section 5.02 of the Lease.

"*Contractor(s)*" means the Developer, and, if applicable, Project LLC and the subcontractors and suppliers of either Developer or Project LLC, who furnish construction services to the Project.

"*Costs of the Project*" means the costs necessarily incurred in the design and construction of the Project, as more fully described in Section 2.7.

"*Department*" means Guam Department of Public Works.

"*Design-Build Agreement*" means the Design-Build Agreement, dated August 24, 2010, between Owner and Project LLC, for services in connection with the design and construction of the Facility, including demolition of an existing building.

"*Developer*" means International Bridge Corporation, an Ohio corporation.

"*Facility*" has the meaning set forth in the preambles.

"*Final Completion*" means the final completion of the demolition, acquisition, construction, rehabilitation and installation of the Project, including all punch list items, in accordance with Section 2.3 of this Agreement and Section 3.03 of the Trust Agreement.

"*Final Plans*" means the 100% complete and final plans, technical specifications and estimates for the Project, including design analysis and computation sheets, a schedule, and a maintenance and custodial plan, as prepared by or under the direction of the Project Architect, subject to change orders as contemplated herein.

"*Lessee*" means the Department of Education, Government of Guam.

"*Owner*" means CaPFA Capital Corp. 2010A.

"*Program Materials*" means the materials attached hereto as Exhibit A.

"*Project*" has the meaning set forth in the preambles and means the Site, and the Facility, including all buildings to be constructed thereon and all other improvements, tenements and appurtenances thereunto belonging or in any wise appertaining.

"*Project Architect*" means Architects Lagauña.

"*Project Cost Breakdown*" means the Cost Breakdown attached hereto as Exhibit B.

"*Project LLC*" means IBC Benham LLC, the limited liability company in which Developer has an ownership interest, formed to provide to Owner the design-build and demolition services for the Project.

"*Site*" has the meaning set forth in the preambles.

"*Soft Costs*" means the reasonable and customary architectural and engineering fees, development fees, construction management fees, program management fees, FF&E coordination fees, legal fees, insurance premiums, construction completion bond and labor and material bond premiums for the Project and Developer's reasonable and customary out-of-pocket expenses resulting from construction of the Project, and similar costs and expenses, which are necessary or appropriate in the development and construction of a school building or project similar to the Project, but excluding all hard construction costs.

"*Substantial Completion*" means that the Project has been "substantially completed" as evidenced by the Department issuing to the Developer, the Owner and the Lessee a certificate of occupancy with respect to the Project.

"*Trust Agreement*" means that certain Trust Agreement, dated as of August 1, 2010, between CaPFA Capital Corp. 2010A and the Trustee relating to the Certificate Financing.

"*Trustee*" means U.S. Bank National Association, as Trustee under the Trust Agreement.

"*Work*" means and comprises the completed design, demolition, acquisition, construction, rehabilitation and installation required by this Agreement and includes all labor, materials and Soft Costs necessary to produce the Project in accordance with the Lease and the Program Materials, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE II
DESIGN AND CONSTRUCTION OF PROJECT

Section 2.1. *Design and Development.* Developer shall proceed with the design, demolition, acquisition, construction, rehabilitation and installation of the Project, all in accordance with the Final Plans and the Program Materials, so that Substantial Completion occurs on or prior to the Completion Date and Final Completion occurs on or before the date that is sixty (60) days after the Completion Date. Developer agrees to cause labor, materials, equipment and supplies to be furnished in such quantities, and cause its Contractors to work their forces in such hours, as will be necessary to complete the design, demolition, acquisition, construction, rehabilitation and installation of the Project as agreed to herein. Developer hereby subordinates all of Developer's title, interest and rights in the Project, including mechanics' and materialmen's lien rights, without limitation, to the interests of Trustee under the Certificate Documents. Without limiting the generality of the foregoing, Developer shall be responsible for all of the Costs of the Project, provided Developer is paid as provided herein.

Section 2.2. *Developer's Duties.*

(a) Developer covenants with Owner to furnish its best skill, judgment and efficient business administration and to use its best efforts to cause the Project Architect and its Contractors at all times to provide an adequate supply of workers and materials to be furnished; and to perform the Work in accordance with industry standards of care and consistent with the interests of Developer and Owner.

(b) Developer will pay or cause to be paid, all sales, use, gross receipts and similar taxes that are related to the Work provided by Developer, that have been legally enacted at the time of execution of this Agreement and for which Developer is liable.

(c) Developer shall at all times cause the Site to be kept free from the accumulation of waste material or rubbish caused by the operations of its Contractors, including green waste from clearing of vegetation on sites and debris from demolition of buildings and construction. At the completion of the Work and prior to Substantial Completion, Developer shall cause the removal of all waste material and rubbish from and around the Project, as well as all tools, construction equipment, machinery and surplus material, and shall recycle or reuse waste material whenever practicable.

(d) Developer will give or cause to be given all notices and comply with all laws and ordinances legally enacted and in effect which govern the proper execution of the Work.

(e) Developer shall take or cause its Contractors to take necessary precautions for the safety of their respective employees performing the Work, and shall comply and cause compliance by any Contractors with all applicable provisions of federal, Guam and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the Project. Developer shall erect or cause to be erected and properly maintain or cause to be maintained, at all times, as required by the conditions and progress of Work, necessary safeguards for the protection of workers and the public.

(f) Developer shall pay or cause to be paid all royalties and license fees for materials, methods and systems incorporated in the Work. Developer shall defend or cause to be defended all suits or claims for infringement of any patent rights and shall hold Owner harmless from loss on account thereof.

(g) Developer warrants to Owner that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and that all Work will be of good quality, free from improper workmanship and defective materials and in substantial conformity with the Final Plans and the Program Materials. Developer agrees to correct all Work performed by it under this Agreement that proves to be defective in material and workmanship within a period of one year from the date of Final Completion.

(h) Developer shall secure or cause to be secured required certificates of inspection, testing or approval and deliver them or cause them to be delivered to Owner.

(i) Developer shall collect or cause to be collected all written warranties and equipment manuals and deliver them to Owner who shall, in turn, provide copies to Lessee.

(j) Developer shall cause the Project Architect to complete the Final Plans, all in a manner consistent with and meeting the requirements of the Program Materials.

(k) Without limiting any of the specific obligations of Developer set forth herein, Developer agrees to perform on behalf of Owner all obligations of Owner under the Certificate Documents and any other documents relating to the Certificate Financing regarding the design, demolition, acquisition, construction, rehabilitation and installation of the Project, including, but not limited to, the compliance with all obligations of Owner under the Certificate Documents for obtaining disbursements thereunder, and with all indemnification agreements of Owner related to the design, demolition, acquisition, construction, rehabilitation and installation of the Project set forth in the Certificate Documents or other documents relating to the Certificate Financing.

(l) Should a typhoon warning be issued, Developer shall secure or cause to be secured the site and take or cause to be taken every practicable precaution to minimize damage and/or danger to the Work, to persons and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and equipment from exposed locations and removing or securing scaffolding and all other temporary work.

(m) Without limiting any of the specific obligations of Developer set forth herein, Developer agrees to perform on behalf of Owner all obligations of Owner under the Lease regarding the design, demolition, acquisition, construction, rehabilitation and installation of the Project, including, but not limited to, the compliance with all indemnification agreements of Owner related to the design, demolition, acquisition, construction, rehabilitation and installation of the Project set forth in the Lease.

Section 2.3. *Completion; Payment to Developer.* Upon completion of monthly progress of the work described in Exhibit A, Developer shall be entitled to payment for the performance of the Work in the respective amounts shown in Exhibit B on a monthly basis upon

submission of draw requests as set forth below, which amounts shall be equal in the aggregate to the Acquisition Price. The payment for the last phase of the Work to be completed shall be payable upon Final Completion of the Project and shall be in an amount equal to the remaining unpaid portion of the Acquisition Price. Final Completion shall be evidenced by the issuance by the Project Architect and the Department, in its capacity as Lessee's construction monitor, of a written certificate of final completion and the satisfaction of all requirements under the Certificate Documents and the Lease for final completion of the Project, the final disbursement of funds for the Project, and the final payment of all retainage amounts to the Contractors. Without limiting the foregoing, Final Completion of the Project shall not be considered to have occurred until Developer shall have delivered to Owner and to Lessee copies of all warranties and operating instructions for installed components of the Facility, a complete operations manual for the Facility and a complete set of as-built drawings of the Facility, to include all shop drawings and change orders.

Owner and Developer hereby acknowledge that payment of the Acquisition Price to Developer is to be made from proceeds of the Certificate Financing in the following manner:

(a) In connection with any requested payment of a portion of the Acquisition Price, Developer shall deliver to Owner (i) a request for disbursement in form reasonably acceptable to Owner and containing a certification by Developer as to the portion of the Project completed, in sufficient detail in order to allow Owner to verify the sufficiency and adequacy of all costs and expenses incurred, (ii) customary lien waivers and releases from all Contractors, suppliers, mechanics and others for whom payment is being requested, and (iii) such other materials as are required under the Certificate Documents or by any parties thereunder to obtain a release in favor of Owner of proceeds of the Certificates in the amount set forth in such disbursement request (any such request and other materials being referred to herein as a "Disbursement Request").

(b) Within five (5) days after Owner's receipt of a complete Disbursement Request satisfactory to Owner, Owner shall submit (or shall direct Developer to submit) a corresponding request for disbursement under the Trust Agreement. Owner shall diligently seek to obtain such disbursement under the Trust Agreement, and shall instruct Trustee to make such disbursement directly to Developer or other party entitled to payment as reflected on such Disbursement Request.

(c) Developer acknowledges and agrees that all amounts to be disbursed pursuant to Disbursement Request submitted by Developer to Owner shall be used to pay for (i) amounts due to Contractors in connection with work performed on or with respect to the Project and (ii) other costs and expenses incurred by Developer in performing each and every obligation of Developer set forth in this Agreement, including, but not limited to, the cost of permits that Developer is obligated to obtain hereunder in connection with the design, demolition, acquisition, construction, rehabilitation and installation of the Project.

(d) Developer and Owner shall comply with the requirements of Trustee and under the Certificate Documents with respect to the making of advances for the construction of the Project.

Section 2.4. *Construction Contracts, Other Agreements and Insurance.* All portions of the Work that Developer does not personally perform shall be performed under the Design-Build Agreement or under construction contracts, acquisition contracts or by other appropriate agreements between a Contractor, Developer or Project LLC, and Owner. All such contracts and agreements shall conform to the requirements of this Agreement, the Lease and the Trust Agreement and require that the Work thereunder be completed in accordance with the Final Plans and the Program Materials.

(a) Each such contract or agreement shall provide that, following an event of default or damage to, or destruction or condemnation of, the Project as described in Section 10.01 of the Lease, Owner may terminate such contract or agreement, and the contractor or vendor thereunder shall then be entitled to payment only from amounts available therefor in the Project Fund and only for work done or equipment delivered prior to such termination.

(b) Developer shall have and keep on file and available for inspection by Owner and the Department copies of the Project Documents; throughout the term of this Agreement, or as soon after the commencement of the term of this Agreement as such Project Documents shall become available to Developer. Neither the Project Documents nor any change or amendments thereto shall; (a) cause the Project to be used for any purpose prohibited by this Agreement, the Lease or by the Organic Act and laws of Guam; (b) result in a material reduction in the fair rental value of the Project as contemplated by Section 4.02 of the Lease; or (c) adversely affect the ability of Owner to meet its obligations under the Lease or any of the other Financing Documents.

(c) Each Contractor entering into such a construction contract shall be required to procure and maintain during the duration of such Contractor's construction contract, and until the Facility is insured by Owner or Lessee, standard form comprehensive bodily injury liability, property damage liability and fire insurance in the amount required by the Lease or in an amount acceptable to Owner. Developer or Project LLC may provide such insurance for each Contractor. The cost of such insurance is included in the Acquisition Price.

(d) Each Contractor shall be required to procure and maintain, during the term of its construction contract, and until the Facility is insured by Owner or Lessee, standard builder's risk insurance upon the Facility or the portion thereof to be constructed by the Contractor, including, but not limited to, the insurance and payment and performance bonds (or other assurance) required by Section 2.4(c) and (g) and Section 2.5 hereof; provided, however, that, with respect to the structural portions of the Facility that are being rehabilitated, such insurance is only required to be procured or maintained covering the electrical, mechanical and architectural improvements being made to such structures. The policy may have a deductible clause in such amount as may be approved by Owner, but in no event shall such deductible amount exceed 5% of the Actual Cost of the Facility or relevant portion thereof, except for typhoon coverage which may have a higher deductible. Such insurance coverage shall be in an amount at least equal to the total contract price for such Contractor's work. In the event of any change order resulting in the performance of additional work by the Contractor, the amount of such insurance shall be increased to include the cost of such additional work. Developer or

Project LLC may provide such insurance for the Contractor. The cost of any such insurance is included in the Acquisition Price.

(e) Each vendor retained in connection with the acquisition of equipment or fixtures for the Site shall be required to procure and maintain during the term of its acquisition contract and until such equipment is insured by Owner or Lessee, standard insurance upon the equipment to be acquired, in whole or in part, by such vendor. The policy may have a deductible clause in such amount as may be approved by Owner. Developer or Project LLC may provide this insurance on behalf of the vendor. The cost of any such insurance is included in the Acquisition Price. In the event of any change order resulting in the performance of additional work in connection with the acquisition of the equipment, the amount of such insurance shall be increased to include the cost of such additional work.

(f) The risk of loss under any and all deductibles in any policy provided by the Contractor shall be assumed by such contractor and the payment of any such deductible shall be the responsibility of the Contractor, unless such policy is provided by Developer or Project LLC, in which case Developer or Project LLC, as applicable, shall be responsible for paying such deductible. Each insurer providing the insurance described in this Section 2.4 must waive its rights of subrogation against Owner and Lessee and their respective officers, directors, elected or appointed officials and employees. Each policy of insurance shall require that none of such insurance will be materially reduced, restricted, limited, changed or cancelled without at least thirty (30) days prior written notice to Owner and, if after the execution and delivery of the Certificates, Trustee. Owner and, after the execution and delivery of the Certificates, Trustee, shall be listed as an additional insured and mortgagee (using a "New York mortgagee type" clause), respectively, under each policy required by this Section 2.4.

(g) Each Contractor shall procure and maintain workers' compensation insurance as required by applicable law, or Developer or Project LLC may elect to provide such insurance on behalf of the contractors. The cost of any such insurance is included in the Acquisition Price.

(h) Developer shall require the Project Architect and any other architect Developer retains with respect to the Project to procure and maintain errors and omissions insurance during the term of such architect's engagement for the performance of services with respect to the Project. Such policies shall include Owner, Developer or Project LLC, as appropriate, and Trustee as additional named insureds, and shall include a provision prohibiting cancellation or termination without 30 days' prior notice by certified mail to Owner, Developer and Trustee. Developer shall provide or cause to be provided to Owner and Trustee a certificate of insurance with respect to such insurance coverage in form acceptable to Owner and Trustee.

Section 2.5. *Insurance; Payment and Performance Bond.*

(a) Developer or Project LLC shall procure and maintain, or cause their respective Contractors to procure and maintain, until Final Completion of the Project, standard all risk of loss builder's risk completed value insurance upon the Facility or relevant portion thereof constructed or to be constructed. Such policy shall contain a waiver of subrogation by the issuer of such policy with respect to Owner, Lessee and Trustee, and their officers, agents and

employees while acting within the scope of their employment and a Standard New York mortgagee endorsement in the Trustee's favor. Developer shall provide or cause to be provided a copy of such insurance policy or policies, or a certificate or certificates with respect thereto, to Owner, Lessee and Trustee. Such insurance coverage shall be in an amount equal to the amount drawn by Developer. Such builder's risk completed value insurance policy shall be made payable to Owner, Lessee and Trustee. Developer or Project LLC may elect to provide such insurance on behalf of the contractors. The cost of any such insurance is included in the Acquisition Price.

(b) Developer shall cause to be procured and maintained, until Final Completion of the Project, payment and performance bonds for the Project in an amount equal to the initial deposit to the Construction Account.

Section 2.6. *Indemnification.*

(a) To the fullest extent permitted by law, Developer shall indemnify and hold harmless Owner, Lessee, Department and Trustee and their assigns, agent and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) arises by way of any breach by Developer of any of the provisions of this Agreement, or (ii) is caused in whole or in part by any negligent act or omission or willful misconduct of Developer, anyone directly or indirectly employed by it (including, but not limited to, any Contractors or any agents or employees of Developer) or anyone for whose acts it may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.

(b) In any and all claims against Owner, Lessee, Department and Trustee or any of their assigns, agents or employees by any employee of Developer, anyone directly or indirectly employed by it (including, but not limited to, any Contractors or any agents or employees of Developer) or anyone for whose acts it may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Developer under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

Section 2.7. *Costs of the Project.* Provided Developer is being paid as provided herein, Developer agrees to be directly responsible for all of the Costs of the Project including:

(a) all architectural, engineering and consulting fees and expenses incurred in designing and constructing the Project;

(b) wages paid for labor in the direct employ of Developer in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed by Owner and Developer, and including such welfare and other benefits, if any, as may be payable with respect thereto;

(c) salaries paid to Developer's project management employees overseeing development of the Project;

(d) cost of all employee benefits and taxes for such items as unemployment compensation and Social Security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of Developer and included in the Cost of the Project under (a), (b) and (c) above;

(e) reasonable transportation, travel and lodging expenses of Developer or its officers or employees incurred in discharge of duties connected with the Work;

(f) cost of all materials, supplies and equipment incorporated in the Project, including amounts payable by Developer under any acquisition contracts and costs of transportation and storage thereof;

(g) payments made by Developer to Contractors for work performed pursuant to a contract in furtherance of this Agreement;

(h) cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are employed or consumed in the performance of the Work, and cost less salvage value on such items used, but not consumed, which remain the property of Developer;

(i) rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from Developer or others, including installations, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area;

(j) cost of the premiums for all insurance which Developer is required to procure by this Agreement or is deemed necessary by Developer;

(k) sales, use, gross receipt or similar taxes related to the Project, imposed by any governmental authority, and for which Developer is liable;

(l) permit fees, licenses, tests, royalties, damages for infringement of patents and costs of defending suits therefor for which Developer is responsible under Section 2.2(f);

(m) losses, expenses or damages to the extent not compensated by insurance or otherwise (including deductibles payable by Developer, if any, and settlement made with the written approval of Developer, Owner and Trustee), and the cost of corrective work;

(n) minor expenses such as telegrams, long distance telephone calls, telephone service at the Project, expressage and similar petty cash items in connection with the Project;

(o) costs of removal of all debris;

(p) costs incurred due to an emergency affecting the safety of persons and property;

(q) legal costs reasonably and properly resulting from performance of the Work;

(r) all other costs directly or indirectly incurred in the performance of the Work;

(s) all costs associated with the improvement of the Site and required utility infrastructure;

(t) all costs associated with the connection and installation of water, sewer, power, telephone, cable and internet cables or lines; and

(u) all other costs incurred for any category other than financing costs, costs of issuance and other cost attributed to the project that are specifically payable by Owner and contracted for by Owner, including title insurance, legal fees, underwriting fees, and third party construction monitoring.

Section 2.8. *Additional Duties of Developer.*

(a) Developer shall furnish for the Site all necessary surveys and maps describing the physical characteristics, soil reports and subsurface investigations, legal limitations, utility locations, a legal description and title insurance if title insurance is requested by Owner.

(b) Developer shall secure and pay for necessary approvals, permits, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

(c) Developer will prepare and submit for Owner's approval an estimated progress schedule for the Work. This schedule shall indicate the dates for the starting and completion of the various stages of the design and construction. It shall be revised as required by the conditions of the Work and those conditions and events which are beyond Developer's control.

(d) If Developer becomes aware of any fault or defect in the Facility, or nonconformance with the Final Plans or the Program Materials, it shall give prompt written notice thereof to Owner.

(e) Upon Final Completion of the Project, Developer shall deliver to Trustee and Owner a final lien waiver and contractor's affidavit of each Contractor in statutory form sufficient to release and discharge all mechanic's and materialmen's liens on the Project.

(f) Developer shall use reasonable best efforts to ensure that the full and complete Costs of the Project are paid in a prompt manner.

Section 2.9. *Developer's Guarantee.* If the aggregate costs and expenses for all items necessary for completion of the Project and the performance by Developer of all obligations of Developer hereunder (including, but not limited to, the design, development and construction of the Project) exceed, in the aggregate, the Acquisition Price, then Developer shall be solely responsible for the payment of any amounts (the "Excess Amounts") in excess of the Acquisition Price, unless such excesses directly result from change orders to the Final Plans which are instituted or approved in writing in accordance with the requirements of Section 2.15 herein. Developer shall pay all Excess Amounts on or prior to the date any such Excess Amounts are due and payable.

Section 2.10. *Guaranties And Warranties.* Developer and Project LLC shall obtain normal and customary warranties or guaranties from each Contractor for the work to be performed by each Contractor in connection with the Project, and shall further assure that each such warranty or guaranty obtained is assignable. Developer shall also obtain such warranties as are required under the Lease. Developer shall procure and install Equipment that enjoys the customary manufacturer warranties or guaranties, and shall further assure that each such warranty or guaranty obtained is assignable. Upon the Final Completion of the Project by Developer pursuant to the terms of this Agreement, Developer hereby agrees to assign to Owner, or to such entity or entities as Owner may direct, each and every such warranty and guaranty.

Section 2.11. *Books, Records, Reports, Fiscal Matters.*

(a) Books. Developer and Project LLC shall maintain current and complete records and accounts of all transactions with respect to the Project and the development and construction of the Project. Such books of account shall be maintained at Developer's or Project LLC's office in Guam, and Owner and Owner's accountants and auditors shall have access to such books and accounts at all reasonable times. Developer shall maintain said books and accounts in a safe manner and separate from any records not dealing directly with the Project. Such books and accounts shall be kept in accordance with sound accounting practices consistently applied, and otherwise in such manner as shall be reasonably required by Owner.

(b) Records. Developer and Project LLC shall maintain, in a secure and safe manner, complete and identifiable records, files and correspondence on all matters pertaining to the Project and shall provide Owner, upon request, with either the original or a copy of same.

(c) Reports. (a) Not later than the 20th day following each month during the term of this Agreement after commencement of Developer's duties as set forth in this Agreement, Developer and Project LLC shall furnish Owner a report in triplicate containing (i) a statement of all disbursements made by Developer or Project LLC in connection with the Project for the preceding month, prepared in such reasonable detail and form as shall be required by Owner, and (ii) a development status report detailing the status of development on the Project.

(d) Property of Developer. All such books and records shall be and remain the property of Developer or Project LLC, as appropriate; provided, however, that Owner shall at all reasonable times have access to such books and records for inspection, audit, copying, examination and transcription.

(e) Audit. Owner shall have the right, during normal business hours, to inspect and audit at any time, and from time to time, all of Developer's and Project LLC's files, books, records, costs and expenses pertaining to the development and construction of the Project.

Section 2.12. *Developer's Efforts.* Developer and Project LLC each shall furnish its reasonable skill and judgment in developing and constructing the Project and in advising Owner with respect to the Project. Developer shall furnish efficient business administration and coordination and shall cause the Project to be completed in as expeditious and economical a manner as is practicable and consistent with the Plans. Developer shall assure that the Project and all activities related thereto at all times fully comply with all applicable laws, statutes, rules and regulations. Developer shall cause the Project to be completed in a lien-free manner, and shall promptly remove or cause to be removed by bonding or otherwise all liens filed against the Facility or the Site as a result of or related to the Project. Developer shall be permitted to engage in other business activities, in the exercise of Developer's sole discretion, during the term of this Agreement, provided that such other business activities do not materially interfere with Developer's obligations and responsibilities under this Agreement. The parties hereto acknowledge that certain obligations of Developer under this Agreement shall have been performed by Developer prior to the execution and delivery of this Agreement, and that such prior performance shall not impact the rights and obligations of the parties hereunder.

Section 2.13. *Limitations On Developer's Authority.* No authority granted to Developer under this Agreement shall be exercised unless the exercise of authority is consistent with the terms of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Developer shall not have the authority to enter into any agreement or understanding in Owner's name except for agreements or matters which (a) Developer is specifically given the authority by Owner in writing, (b) are in writing, and (c) contain provisions in the forms of Sections 4.12 and 4.14 hereof.

Section 2.14. *Possible Assignment And Assumption.* Developer and Project LLC shall cause each agreement entered into by Developer or Project LLC hereunder in its own name to provide that such agreement may be assigned to Owner without the consent of any party and that if such agreement should be assumed by Owner, provisions in the forms of Sections 4.12 and 4.14 shall thereafter apply.

Section 2.15. *Change Orders.* Developer shall incorporate all changes to the Project that Owner is required to make under the terms of the Lease. In addition, Owner may but is in no way obligated to order other changes in the Work within the general scope of this Agreement consisting of additions, deletions or other revisions; provided, however, that any such other changes in the Work ordered by Owner which result in any change in the cost of the Work must be accompanied by an amendment to this Agreement adjusting the Acquisition Price, as reasonably agreed to by Owner and Developer, to reflect such change in cost, and that any such

other changes in the Work ordered by Owner which result in Substantial Completion occurring beyond the Completion Date must be accompanied by an amendment to this Agreement adjusting the Completion Date, as reasonably agreed to by Owner and Developer, to reflect such change in completion. All changes in the Work shall be authorized by change order and shall be performed under the applicable conditions of this Agreement. Notwithstanding the foregoing, no change in the Work shall be made if such change would increase the Acquisition Price to an amount in excess of the amount deposited by Trustee in the Project Fund under the Trust Agreement upon the initial issuance of the Certificates.

ARTICLE III
DEFAULT; TERMINATION

Section 3.1. *Defaults.* The following events shall be deemed to be events of default by Developer under this Agreement:

(a) Developer shall fail to make any payments as required to be made by Developer to third parties in the performance of its duties under this Agreement and such failure shall continue and remain uncured for fifteen (15) days after receipt of written notice of such failure from Owner.

(b) Developer shall fail to comply with any other term, provision, or covenant of this Agreement, and shall not cure such failure within twenty (20) days after receipt of written notice from Owner, unless such failure cannot reasonably be cured within such twenty (20) day period, in which event it shall not be an event of default if Developer promptly commences to cure such failure within such twenty (20) day period and diligently pursues such cure to completion without interruption.

(c) Any representation or warranty made by Developer under this Agreement shall prove to be false, untrue or misleading in any material respect.

(d) The commencement of a bankruptcy or insolvency proceeding by Developer, or the filing of a bankruptcy or insolvency proceeding against Developer that continues undischarged for a period of ninety (90) days, under any federal or state bankruptcy or similar law.

(e) The entering of a judgment against Developer in any legal or equitable suit or action, which, in the reasonable estimation of Owner, materially impacts Developer's ability to perform all of its obligations under this Agreement, and such judgment shall have continued undischarged for a period of ninety (90) days.

Section 3.2. *Owner Remedies.* Upon the occurrence of any such events of default described in Section 3.1 above which are not cured within any applicable cure period given to Developer, Owner shall have the option to pursue any one or more or all of the following remedies without notice or demand whatsoever, except as otherwise provided in Section 3.1 above:

(a) Owner at its option may, with ten (10) calendar days' notice to Developer, terminate this Agreement in whole or in part, and Owner shall be entitled to pursue any rights or remedies at law or in equity as a result of such event of default. Upon such termination, Developer shall not be entitled to receive any further payment with respect to the terminated portion of the Work until the Work is finished. If the unpaid balance of the compensation to be paid to Developer hereunder shall exceed the expense of completing the Work (including compensation for additional managerial, administrative and inspection services and any liquidated damages for delay) as certified by Owner, such excess shall be paid to Developer. If such expense shall exceed such unpaid balance, then Developer shall be liable to Owner for such excess. If the Agreement is so terminated, Owner may take possession of and utilize in completing the Work such materials, supplies, plant and equipment as may be on the Site of the Work and necessary therefor.

(b) Owner at its option may maintain this Agreement in full force and effect, in which case Developer and Owner shall perform all of their respective obligations hereunder, subject to Owner's right to elect to terminate this Agreement at any time, pursuant to the terms of Section 3.2(a) hereof, provided any such event or events of default remain uncured.

(c) In the event that the Project is not completed by the Completion Date, the Developer shall pay to Owner as fixed, agreed and liquidated damages, and not as a penalty, $2,500 for each calendar day of the delay until the Substantial Completion of the Project; provided, however, (i) that in the event that the financing of the Project is delayed and does not occur on the date of execution and delivery of the Lease (the "Estimated Financing Date"), the Completion Date shall be extended a number of calendar days equal to the number of calendar days from the Estimated Financing Date to and including the date such financing occurs; (ii) that no such damages shall be payable to Owner in the event that such delay was due to unforeseeable causes beyond the control and without the fault or negligence of Developer or any of its Contractors; (iii) that no such damages shall be payable to Owner in the event that such delay was a delay in the issuance of any permit, and such issuance postponed the construction of the Project and the delay was beyond the control and without the fault or negligence of Developer or any of its Contractors; and (iv) that no such damages shall be payable to Owner in the event that such delay was due to a mutually agreed upon change order as evidenced by a written agreement between the Owner and the Lessee pursuant and in accordance with the terms and provisions of Section 5.02 of the Lease; provided further, that with respect to delays noted in (ii), (iii) and (iv) above, the Developer shall, within ten (10) days (or such longer period as is agreed to by Owner) from the beginning of any such delay notify the Owner in writing of the causes of delay, whereupon Owner shall ascertain the facts and the extent of the delay and extend the time for Substantial Completion of the Project when in its judgment the findings of facts justify such an extension, and such findings of fact shall be final and conclusive on Developer subject only to the resolution of any dispute about such findings of fact by the Director of the Department, whose written decision in such matter shall be final and conclusive.

(d) Owner may set off against or deduct from any sums payable by Owner to Developer under this Agreement any amounts paid or incurred by Owner as a result of, or by reason of or in connection with such default.

(e) Pursuit by Owner of any of the foregoing remedies shall not preclude pursuit by Owner of any other remedies herein provided or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any amounts then due to Owner hereunder or of any amounts accruing to Owner by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by Owner of any violation or breach of any of the terms, provision or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, or covenants herein contained. Forbearance by Owner in enforcing one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Owner's right to enforce any such remedies with respect to any such default or any subsequent default. If, on account of any event of default of Developer and Developer's obligations under the terms and conditions of this Agreement, it shall become necessary or appropriate for Owner to employ or consult with an attorney concerning or to enforce or defend any of Owner's rights or remedies hereunder, Developer agrees to pay the attorney's fees so incurred by Owner.

Section 3.3. *Expiration And Termination.*

(a) Developer's Obligations. Without limiting any other provisions of this Agreement, upon the expiration or earlier termination of this Agreement, Developer shall immediately:

(i) Account for and deliver to Owner all monies of Owner.

(ii) Deliver to Owner as received any monies due Owner under this Agreement but received by Developer after such expiration or termination.

(iii) Deliver to Owner or such other person as Owner shall designate, all materials, supplies, equipment, keys, contracts, plans, documents, files, books and records pertaining to this Agreement and the development and construction of the Project.

(iv) Assign all existing contracts relating to the development and construction of the Project to Owner or such other person as Owner shall designate.

(v) Furnish all such information, take all such other action and cooperate with Owner as Owner shall reasonably require in order to effectuate an orderly and systematic termination of Developer's services, duties, obligations and activities hereunder.

(b) Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 3.3 shall survive any expiration or termination of this Agreement.

Section 3.4. *Owner Defaults.* An event of default by Owner under this Agreement shall be deemed to have occurred if Owner shall fail to comply with the provisions of Section 2.3 hereof, and shall not cure such failure within five (5) business days after receipt of written notice

from Developer, or otherwise fails to comply with any term, provision or covenant of this Agreement, and shall not cure such failure within twenty (20) days after receipt of written notice from Developer, unless such failure cannot reasonably be cured within such twenty (20) day period, in which event it shall not be an event of default if Owner promptly commences the cure of such failure within such twenty (20) day period, and diligently and without interruption pursues such cure to completion.

ARTICLE IV
MISCELLANEOUS

Section 4.1. *Binding Agreement.* This Agreement shall be fully binding on all parties to the Agreement, and their respective successors and assigns, in accordance with its terms.

Section 4.2. *Assignment.* No party to this Agreement may assign its rights and obligations under this Agreement without the prior written consent of the other party except as expressly provided for herein. Notwithstanding anything herein to the contrary, the parties agree that without the consent of any other person, Owner may assign its rights and obligations hereunder to Trustee or other party in connection with the Certificate Financing. Developer hereby consents to any such assignment.

Section 4.3. *Inspections.* Owner, Lessee and Trustee shall have the right (but as to the Trustee, no duty) to make reasonable inspections of the Project and the Work at any time prior to Completion and Acceptance of the Project, and Developer shall provide proper facilities for such inspections. Such right of inspection shall be reserved to Owner, Lessee and Trustee in all construction contracts entered into by Developer. This section shall not be construed so as to limit in any manner, the right and duty of Owner, Lessee and Trustee to inspect, approve, disapprove or take any other action with regard to the Project and Work in accordance with applicable law.

Section 4.4. *Governing Law.* This Agreement is made in Guam under the Organic Act of Guam and laws of Guam and is to be so construed.

Section 4.5. *Amendment.* This Agreement may be amended at any time by a writing which refers to this Agreement and is executed by all parties hereto, subject to any restrictions placed on Owner regarding amendment or modification hereof contained in the Trust Agreement.

Section 4.6. *Other Documents.* The parties agree to execute and record such other documents as may be necessary for the implementation and consummation of this Agreement. Any approvals or consents required hereunder shall not be unreasonably withheld by the party from whom such approval or consent is sought.

Section 4.7. *Third Parties.* The parties hereto acknowledge that nothing herein expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than Developer or Owner or assignees as permitted by Section 3.2 of this Agreement any rights or remedies under or by reason of this Agreement.

Section 4.8. *Rights and Remedies.* The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Notwithstanding anything contained herein to the contrary, this Agreement shall in no way limit Developer's rights against Owner as provided in any agreement between Developer and Owner pertaining to the Project.

Section 4.9. *Exhibits.* The exhibits attached to and referred to herein are part of this Agreement for all purposes.

Section 4.10. *Time.* Time is of the essence in this Agreement.

Section 4.11. *Notices.* Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received four (4) business days after being deposited in a United States Post Office, certified or registered mail, postage prepaid, return receipt requested, or when actually received by a party to whom directed if delivered by hand or sent by facsimile (with the sender receiving confirmation of receipt and provided notice is also promptly sent by one of the other permitted means) or overnight courier. Notices shall be addressed to the party, to whom directed at the address set forth below or to such other address as such party from time to time may specify in writing.

Owner: CaPFA Capital Corp. 2010A
99 Riverside Drive
Moore Haven, Florida 33471
Attention: President

With a copy to: William L. Zvara, P.A.
4810 Arapahoe Avenue
Jacksonville, Florida 32210
Facsimile: (904) 387-9212

Lessee: Department of Education
P.O. Box DE
Hagåtña, Guam 96932
Attention: Nerissa B. Underwood, Ph.D., Superintendent
Telephone: (671) 475-0462
Facsimile: (671) 472-5003

With a copy to: Department of Administration
P O Box 884
Hagatna, Guam 96932
Attention: Lourdes M. Perez, Director
Telephone: (671) 475-1250/1234

Guam Economic Development Authority
590 South Marine Corps Drive
ITC Building, Suite 511
Tamuning, Guam 96913
Attention: Tony Blaz, Administrator
Telephone: (671) 647-4332
Facsimile: (671) 649-4146

Department of Public Works
542 North Marine Drive
Tamuning, Guam 96913
Attention: Andy S. Leon Guerrero, Acting Director
Telephone: (671) 646-3131
Facsimile: (671) 649-6178

Trustee: U.S. Bank National Association
633 West Fifth Street, 24th Floor,
Los Angeles, CA 90071
Attention: Corporate Trust Services
Reference: 2010A Certificates of Participation (Guam / CaPFA)

Developer: International Bridge Corporation
P.O. Box 21149
GMF, Guam 96921
Attention: President

Section 4.12. *Waiver Of Subrogation.* Each party to this Agreement (the "Waiving Party") hereby waives any cause of action it might have against any other party hereto on account of any loss or damage that shall be covered by any insurance policy that covers the Project or any Site, and that names said Waiving Party as a party insured, to the extent of money actually paid to such Waiving Party under such insurance policy. Each party agrees that it will request its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise, consistent with the immediately preceding sentence.

Section 4.13. *Exculpation.* Owner's obligations hereunder shall be payable solely from the proceeds of the Certificates made available to Owner.

Section 4.14. *Waiver Of Attorneys' Fees Statute.* The parties hereby agree that each party's obligations hereunder to pay attorneys' fees and expenses of another party, or to reimburse another party for such fees and expenses, shall extend only to such fees and expenses as are actually incurred by such other party.

Section 4.15. *Relationship of Parties.* The parties hereto acknowledge and agree that the relationship of Developer to Owner is that of an independent contractor engaged for the

purpose of developing the Project. Nothing in this Agreement shall create between Developer and Owner the relationship of principal and agent (other than as expressly set forth herein), joint venturers, partners or any other similar or representative relationship, and Developer shall not hold itself out as an agent (except as expressly provided herein), representative, partner or joint venturer of Owner.

Section 4.16. *Counterparts*. This Project Development Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Developer, by its duly authorized representative, has executed this Project Development Agreement as of the date first above written.

INTERNATIONAL BRIDGE CORPORATION

By: MIGUEL C. BORDALLO
Title: VICE PRESIDENT

IN WITNESS WHEREOF, the Owner, by its duly authorized representative, has executed this Project Development Agreement as of the date first above written.

CAPFA CAPITAL CORP. 2010A

By: _____
John R. Ahern
President

EXHIBIT A

SCOPE OF WORK AND PROGRAM MATERIALS

CONSTRUCTION OF NEW JOHN F. KENNEDY HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDBML)

FINAL CONTRACT TECHNICAL SPECIFICATIONS

PROJECT NO. 700-5-1020-L-TAM

FELIX P. CAMACHO
Governor of Guam

Prepared by:

Department of Public Works
Government of Guam

April 8, 2009

APPROVED BY:

4/21/09

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Request for Proposal
Construction of New John F. Kennedy High School
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)
TECHNICAL SPECIFICATIONS
Project No. 700-5-1020-L-TAM

GENERAL STATEMENT OF WORK

I. INTRODUCTION

This Statement of Work describes the Scope of Work required of the Proposer's demolition team in demolishing existing building, design team in providing the architectural and engineering services for the preparation of reports, plans, specifications, and estimates (PS&E) and other supporting data for the construction of John F. Kennedy High School. This General Statement of Work, its corresponding Attachments and the Proposer's written proposal submission in response to the Government's Request for Proposal, shall constitute the requirements for completion of the project Scope of Work. The Scope of Work shall be completed in accordance with the schedule requirement of 270 calendar days for design and construction from the date of lease-leaseback agreement execution.

II. PROJECTS DESCRIPTIONS AND LOCATIONS

The project involves the construction of a new high school on the site of the existing John F. Kennedy High School in Tumon, Guam. This statement of work governs the preparation of required design and permitting documents for the construction of the new John F. Kennedy High School, including necessary environmental reports/abatement plans (for asbestos, radon and etc.) prior to demolition of the existing building, as well as Plans, Specifications & Estimates (PS&E); and other supporting documents for the construction of the new JFK High School.

Tasks 1 and 2, (Assessments and Conceptual Plans) of the design work involves those investigative and study requirements, which must be undertaken to adequately assess the existing condition of the site and form the basis of subsequent design activities. It also involves the development of Conceptual Plans, at least two concepts for the JFK High School. These conceptual plans developed for the purposes of the proposal shall be deemed to be sufficient for this task.

Tasks 3, 4, and 5 (Preliminary, Pre-Final, and Final PS&E) of the design work involves the development of Preliminary PS&E incorporating comments and decisions resulting under Tasks I and II. Tasks III and IV work will further refine the various elements of the PS&E and incorporate all review comments by the reviewing agencies. Task V is the final construction plans. In order to meet the schedule requirements imposed on this project, the project design-build team may propose phased development of the PS&E and permitting documents, along with "over the shoulder" review by the Building Official during the design process, as long as such approach meets the requirements of Guam Building Law and applicable code requirements as specified herein. In all cases, the responsible design professionals shall ensure that the plans and specifications are in compliance with applicable laws, codes, rules and regulations governing the work.

The location of the new school will be at John F. Kennedy High School's compound in upper Tumon.

III. SCOPE OF WORK

The Demolition Team shall provide barricade around the building, disconnect and mark all electrical, water line and other utilities connection from existing building to remain for re-connection to new building. Remove all any existing asbestos prior to demolition and dispose as per GEPA requirements. All salvageable materials marked for use by GPSS shall be turned over to GPSS for proper use and/or disposal. The contractor shall properly dispose of all other materials. GPSS shall mark all salvageable materials prior to execution of the lease-leaseback agreements.

The Design Team shall provide the environmental, architectural and engineering services for the different tasks described below and furnish the required reports and PS&E's for the school.

All entry permits in conjunction with the services shall be the responsibility of the design team/offeror.

The design team shall coordinate his work with the agencies, Local or Federal, having jurisdiction in permit review and approval. It shall be the responsibility of the design team to ensure that all requirements of the new schools conform to the requirement of Federal and Local laws. Any design work affecting public streets and rights-of-way shall be coordinated with the DPW Traffic Engineering Section.

Progress review meetings shall be held monthly, or more frequently as required by the design and review methodology, to review progress and discuss any design issues or problems. The meetings shall be held at the firm's office or Public Works office on a mutually agreed schedule.

TASK 1. Site Evaluation

1A. Environmental Assessment:

Conduct an environmental assessment of the existing physical and biological conditions of the school site and its vicinity. An environmental report shall be prepared for JFK High School.

The design team shall evaluate physical factors such as environmental constraints of the proposed development. The Environmental Assessment shall be complete and subject to review and approval by applicable regulatory authorities, such as the Guam Environmental Protection Agency and U.S. Environmental Protection Agency.

Possible Environmental Concerns at JFK Site:

A. Northern groundwater lens. Storm runoff resulting within the school property must be contained within the site with the use of ponding basins or underground infiltration cells.
B. Radon gas arising from coral rock substrate. Design of buildings must incorporate protective measures from toxic radon gas.
C. Water wells with chlorinators.

Proposer must plan for the management of solid wastes generated, including disposal of green waste from clearing of vegetation on site and debris from demolition of buildings and construction. A demolition and disposal plan for sites requiring demolition shall be prepared and submitted for approval. The plan shall address the type of solid waste materials generated and their proper disposal. Recycling and reuse of waste generated is encouraged.

School design should follow a facility design that encourage recycling of solid waste and reuse efforts as part of school operations.

Environmental assessment reports shall be prepared, addressing the items listed above to include maps, data sheets, tables, (check) list, graphs, photographs, references, and other documentation to support the findings and environmental mitigation measures.

Ten copies of the environmental assessment reports shall be submitted.

1B. Archeological Assessment.

The northern site, are area of the island that is usually sparse in terms of archeological sites, with limited distribution of pottery scatters being the dominant site type. The existing JFK High School site has been previously developed and in use as a school site for approximately 50 years. It is unlikely that any archaeological resources will be affected by the proposed demolition and re-building activities. However, in the event that excavation or grading activities may impact previously undisturbed portions of the site, the Contractor shall be required to provide an archaeological survey and monitoring (when required) for such activities.

This involves archeologists walking over the project property, on foot and recording the locations of any historic or prehistoric materials. Detailed descriptions are made of any sites, maps are drawn and photographs taken if features or structures are encountered, GPS locations of features/sites are recorded, and shovel test are conducted as indicated by the surface findings. The final report should minimally contain sections on geographic location, environment, historic cultural context, previous findings in the area, field methods used, findings from survey, analyses done, significance of any sites found, recommendations, and references.

An equitable adjustment to the construction schedule shall be made in the event of any delay caused by work stop order due to archaeological findings.

Archeological reports shall be prepared for the JFK High School. Ten copies of the reports shall be submitted.

1C. Planimetric and Topographic Survey.

Perform an as-built planimetric and topographic survey and prepare a topographic map with one-foot contour interval of the school property. Include sufficient area to address the schools development area and adjacent properties to properly analyze all engineering aspect of the development, such as drainage patterns, utilities onsite and offsite, access roads, modifications to existing roads, pedestrian walkways, trails, etc.

Conduct a thorough property research to include adjacent properties, rights of way and/or easements. Lot numbers and property ownership shall be shown on the map.

Survey work shall be under the direct supervision of a Guam Registered Land Surveyor.

Ten copies of the Planimetric and Topographic map shall be submitted.

1D. Soil Investigation.

Perform the necessary soil investigation to properly design the school building foundations, ponding basins and infiltration cells, embankment and cut slopes, drainage channels, ground covers, underground utilities, etc. It shall include determination of any earthquake faults and its effect on the schools design.

A soil report shall be prepared for the new high school. Ten copies of the reports shall be submitted.

TASK 2. Conceptual plans.

The design team shall develop two alternative conceptual plans for each school site showing the civil and architectural layout of all school facilities and grounds development standards as identified in the technical specifications for JFK High School. It shall include all offsite development, such as proposed access roads and any modifications to existing roadways or pedestrian facilities, utilities, landscaping, etc. It shall include concept buildings elevations (front, side, and rear elevations), and an architectural rendering depicting the type of structure, color schemes, and structures orientation relative to grounds improvements. The conceptual plans developed by the contractor for the proposal submission shall be deemed sufficient for this task.

Ten copies of the conceptual plans shall be submitted.

The design team shall conduct a conceptual presentation to all reviewing agencies upon submittal of the conceptual plans. The presentation shall address all architectural and engineering aspects of the project.

TASK 3. Preliminary Plans, and Specifications

The preliminary PS&E's shall be develop to at least 50% complete and the following shall be prepared.

A. PLANS:

1) Title Sheet.
2) Civil Design:
   a) Site Plan. Show property lines, access rights of way or easements, survey base line(s), proposed facilities footprints, access roads and parking areas, traffic (vehicular and pedestrian) circulation, access roads, etc.
   b) Grading and drainage plans.
   c) Utilities plans (Water, sewer, power, telephone, internet and cable).
   d) Roads plans and profiles.
   e) Other civil engineering plans and details necessary to conduct a 50% preliminary plans review.
3) Architectural design:
   a) Floor and ceiling plans
   b) Building elevations and sectional views.
   c) Equipment layouts
   d) Landscaping plans
   e) Other architectural plans and details necessary to conduct a 50% preliminary plans review.
4) Structural design:
   a) Foundation plans
   b) Floor and roof slab plans
   c) Structural columns, walls, and beams
   d) Other structural plans and details necessary to conduct a 50% preliminary plans review.
5) Mechanical design:
   a) Plumbing plans
   b) Air conditioning and ventilation plans
   c) Fire protection and alarm, and monitoring plans
   d) Mechanical equipment plans
   e) Other mechanical plans and details necessary to conduct a 50 % preliminary plans review.
6) Electrical Design:
   a) Lighting plans
   b) Off-site power supply plans
   c) Power supply plans to all equipments
   d) Other electrical plans and details necessary to conduct a 50 % preliminary plans review.

B: SPECIFICATIONS:

Preliminary technical specifications shall be prepared for each item of work describing the construction methods, material requirements, and test procedures required.

C: ESTIMATES:

Preliminary estimates shall be prepared commensurate with the preliminary plans and specifications.

D. MAINTENANCE AND CUSTODIAL PLAN:

Post Construction Facilities Maintenance and Custodial Operations Plan - The design team shall prepare a complete operations manual for school for the required post construction monitoring, maintenance, and custodial operations of the school facility. The plan shall address the operational and/or maintenance of the buildings, equipments, landscaping, the drainage system, all outdoor facilities, and for any facility appurtenances for the proper operation of the school.

Ten (l0) copies of the preliminary PS&E and design calculations, and the Maintenance and Custodial Plan shall be submitted. A "plans-in-hand" field reviews to be jointly conducted by the Government and Design Team shall be scheduled by the offeror after submittal of preliminary PS&E. Prior to the Plans-in-Hand reviews the design team shall mark with survey flags the approximate buildings footprints, athletic fields (where required), parking lots, access roads, and other prominent structure or facility of the school. The school sites shall be sufficiently cleared of vegetation to conduct the plans-in-hand reviews.

The Design Team's key personnel shall participate in the Plans-in-Hand field reviews and resolution meetings to resolve all comments on the project. The Design Team shall be responsible for the preparation of the "Minutes of Meeting" for approval and distribution by DPW.

TASK 4. Pre-Final Plans, Specifications, and Estimates

The Pre-Final PS&E shall be 100% complete incorporating all approved comments from the preliminary PS&E, and the Maintenance and Custodial Plan. Ten copies of the following shall be submitted:

1. Plans - Complete plans, including title sheet, summary of quantities and schedules, details cross sections, etc.;

2. Technical specifications - Complete technical specifications to properly construct each item of work, including test procedures required, and any special conditions to be required;

3. Estimates – Each item of work shall be supported with a detailed quantity take-off computation and corresponding cost analysis for each item of work. Any lump sum cost shall be supported with detailed breakdown arriving to the lump cum cost;

4. Design Analysis and computation sheets;

5. CPM schedule to establish project construction activities within the specified construction time;

6. Maintenance and Custodial Plan.

The Firm's key personnel shall participate in the resolution meeting to resolve all comments on the submittal. Prepare a "Minutes of Meetings" for approval and distribution by DPW.

TASK 5. FINAL Plans, Specifications and Estimates

After approval of the Pre-Final PS&E, and Maintenance and Custodial Plan submit five (5) copies for final review. Upon approval of the final PS&E, and Maintenance and Custodial Plan submit one original, five sets of PS&E and Maintenance and Custodial plan, and two copies of other items listed below:

1) Plans
2) Specifications
3) Estimates
4) Quantity take-off and computation sheets
5) Unit price analysis
6) Design analysis and computations
7) CPM Schedule
8) Maintenance and Custodial Plan
9) An electronic non-PDF workable file in AUTO CADD format, latest version, shall also be submitted in a separate disks for the plans, specifications, and estimates; and Maintenance and Custodial Plan for each school.

IV PLANS AND DRAFTING

1) The PS&E be prepared in conformance with the standard format furnished by the Government.

2) Plan size shall be 24" x 36".
3) All plans and details shall be legible when reduced to one-half size plans (50% reduction). The minimum size of alphanumeric text on the reduced plans shall be 1/8".

V CONSTRUCTION SCHEDULE

The construction time (inclusive of design) for new JFK High School in upper Tumon shall be **two hundred seventy (270) calendar days.**

A building permit must be secured for the JFK High School prior to construction, and an occupancy permit must be secured prior to acceptance of the new school building. DPW shall conduct inspections throughout the construction phase as required for building permit process.

VI DESIGN CODES/GUIDES AND REFERENCES

All services shall be performed in accordance with the general criteria contained in the following references:

1) Building Law, Title XXXII, Government Code of Guam
2) International Building Code (Latest Edition)
3) Uniform Mechanical Code (Latest Edition)
4) International Plumbing Code (Latest Edition)
5) National Electrical Code(NEC- Latest Edition)
6) National Electrical Safety Code (NESC- Latest Edition)
7) Life Safety Code (Latest Edition)
8) Uniform Fire Code (Latest Edition)
9) Illuminating Engineering Society (IES)
10) American Disability Act
11) GEPA, USEPA, CFR29
12) A policy on Geometric Design of Highways and Streets
13) All other codes, regulations, technical publications and design manuals applicable in the performance of this RFP
14) Guam Energy Code

VII GOVERNMENT REVIEWING AND APPROVING AGENCIES:

1) Department of Public Works
2) Guam Environmental Protection Agency
3) Department of Land Management

4) Guam Telephone Authority
5) Guam Power Authority
6) Guam Waterworks Authority
7) Guam Fire Department
8) Guam Historic Preservation

9) Department of Public Health and Social Services

To provide for monitoring of the construction of the facility for lease to the Guam Public School System, Government of Guam, the Department of Public Works shall conduct construction observation inspections during the construction period as provided for and authorized in the lease-leaseback agreement.

VIII FACILITIES MAINTENANCE AND CUSTODIAL SERVICES

The building maintenance and custodial services phases shall commence upon acceptance of each school and shall continue for a period of twenty (20) years or until the leaseback contract is completed.

Building maintenance include the preventive maintenance of the whole facility (ies), maintenance and replacement of fixed equipments.

Custodial services include all janitorial services, ground maintenance and including disposal of trash.

IX UTILITIES AND ROUTINE MAINTENANCE AND REPAIR

The Education Agency shall be responsible for the payment of all utilities, including, without limitation, power, water, sewer, telephone, internet and cable of the Education Facility.

Routine maintenance, repair and upkeep shall be the responsibility of the Education Agency and / or the Contractor, as provided by the terms of the Contract.

X CONTRACTOR RESPONSIBLE FOR CAPITAL MAINTENANCE

The Contract with the Contractor, and the Lease-Back, shall provide that all capital maintenance and repair (including vandalism) of the Education Facility be performed by the Contractor as a separate cost.

The terms by which the contractor is to perform such capital maintenance shall be determined as a part of the bid process and shall be part of the conditions of the Contract. The Contract shall provide sufficient initial funding for the first five (5) years after the completion of the Education Facility.

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Attachment "A"

1. SITE ENTRY and PARKING:

- Entries to the school will remain the same, but with improved paving.
- Resurface and pave parking lot.
- Area behind JFK statue needs to be leveled and paved for additional parking. The drop-off loop will be re-paved.
- The bus-drop-off area from the north gate will remain the same.
- Construct the new school building to limit vehicular access into the school's campus and physical education facilities and grounds.
- Egress needs to be included to allow student traffic from the main building to the annex buildings.
- Security gates to close off main building from facilities used during non-instructional time. The design shall, to the extent possible, isolate portions or areas within the facility intended for use during non-instructional time, such as gymnasium, library, trade classrooms, and cafeteria.

2. LANDSCAPING

- The tree in the center of the current courtyard will be left intact and continue to serve as a reminder of the resilience of the school community.
- The tree will serve as the focal point of the new courtyard.
- Level and grass the area in front of the Annex Building for physical education or provide alternative location for such activities.
- The flagpole at the front of the school will remain in its current location.

3. ACADEMIC CORES

- The main building will be a two-story building capable of housing 2300 students as per Public Law 29-114 & 29-106 and constructed on a rectangular footprint similar to the former building with an

enlarged courtyard.

- The new building will be aligned with the Band/JROTC building, which will be the only remaining portion of the original quadrangle building and continue to serve as an entrance for students passing to their classrooms. Band /JROTC building shall be repaired, including all identified damage, and shall be upgraded including the A/C units, networking and electrical system. The electrical and networking system shall be connected to new building.
- Except for art, consumer science, business, special education, all classrooms in the main building will be general classrooms.
- The school will be organized with all science areas located near the existing annex, south of the main building proper.
- A new building will be added near the annex. This new building will house two chemistry classrooms with a lab and storage between and one physics classroom with lab and storage.
- GCC Auto and Construction Trade shops will be added east of the Annex Building, between building and fence by Marine Drive. Each shop will contain shop trade work centers and classroom setting for 25 students.

4. SPECIAL EDUCATION

- Special Education is spread throughout the building.

5. SPECIAL NEEDS

- The special needs program will continue to be located on the first floor or the building. Building entries will provide accessible parking and drop-off area, ADA compliant.

6. ATHLETICS/PHYSICAL EDUCATION

- Athletics Field - High school requirements include a combined soccer/track/football field, baseball and softball fields, and three types of court sports with light post and fencing. Space for future swimming pool shall be provided. Existing facilities, properly renovated or improved, shall be deemed to satisfy this requirement.
- The excellent existing athletic facilities of JFK will remain and be upgraded, i.e., track and field, football field, and upgrade/resurface tennis court to meet official standards with safe, durable and shock absorbing playing surface.

- A new gymnasium with a main playing area that meets current basketball requirements, including bleachers with storage areas underneath to house large equipment, i.e., wrestling mats and gymnastics equipment, will be built with additional new instructional areas off the main playing area, to include a weight room, dance room, multi-use activity room, and a classroom for seat work and written tests.
- All indoor physical education facilities will be air-conditioned.
- An athletic director's office and equipment room will be built in close proximity to the gymnasium and field areas.
- The new gymnasium will be located at the southwest corner of the building near the existing fields and near the south parking lot.
- Locker rooms will provide showers with drying area and unobstructed dressing area. Each locker room will have storage areas within as well as within offices.
- Physical education teachers' offices will be located within each locker room with a large glass window that looks out onto the dressing area.

6. AMPHITHEATER

- The courtyard stage will be demolished and the courtyard improved to provide a new amphitheater that is sufficiently large to hold one quarter of the school population.
- Location should be in such a manner that, when needed, the entire school can view the stage from the majority of the courtyard and second floor. It will be designed for performances as well as lectures.

7. LIBRARY

- The 8600 square foot library will contain an 1800 square foot media center in the center of the library building and a 900 square foot teacher resource center.

8. CAFETERIA

- The cafeteria will be accessible from the main parking lot for vendor delivery and pick-up, as well as community use.

- The cafeteria will be centrally air-conditioned, with seating capacity for 300-350 students and serving area with capacity for multiple lines.
- The cafeteria will be upgraded to allow Special Needs students to have easy accessibility.

9. ADMINISTRATION

- The administration offices will be located so as to provide for proper monitoring, observation and access, adding additional offices for the different functions of operations. While generally located in the same area for visitors and staff convenience, individual functions will be separated.
- The counseling office, nurse's area, and career counseling will be relocated within the same wing, closer to the administrative offices.

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Attachment "B"

I. PROJECTS DESCRIPTIONS AND LOCATIONS

The location of the new school will be at John F. Kennedy High School's compound in upper Tumon of Guam's Public Schools System and shall:

- Main campus kept on quadrangle. Keep the in center courtyard and flagpole in front of school near the AFJROTC classroom.
- Stage moved to back of quadrangle.
- Move wing to avoid supervision problems.
- Open hallways like old JFKHS.
- Emergency back-up generator
- Daylighting windows installed in the classrooms, gymnasium, cafeteria, library, support rooms and administrative offices.
- Closed circuit TV security.
- Internet and phone accessibility in all the classrooms and administrative offices.
- Resurface and pave parking lot. Grass area from tennis courts to corner fence by traffic light shall be used for overflow parking. .
- Preserve the field in front of the school next to the annex building for accreditation purposes, or provide alternative field space for such purposes.
- Central air-conditioning units for Administrative offices, counseling office, cafeteria, library and gymnasium.
- Split unit air conditioning units for all classrooms and other facilities.

II. SCOPE OF WORK

The following specifications shall be inclusive of collateral equipment items which are listed and appended to this attachment. There shall be no duplication of items specified

below and items listed in the collateral equipment list.

1. **Sixty (60) Standard Classrooms**
   - Air conditioned
   - Internet and phone access
   - Two (2) white boards per classrooms
   - Counter installed on one (1) wall of each classroom with full length closet on each end.
   - Two (2) bulletin boards for each classroom.

2. **Four (4) SPED Classrooms**
   - Air Conditioned
   - Internet and phone access
   - 1-2 white boards per classroom
   - Counter installed on one (1) wall of each classroom with full length closet on each end

3. **One (1) SPED Resource Room**
   - Air Conditioned
   - Internet and phone access
   - One (1) white board installed
   - One (1) bulletin board
   - Counter installed on one (1) wall of each classroom with full length closet on each end
   - Equipped with toilet, sink and shower (ADA if required)

4. **One (1) Itinerant Room**
   - 10 ft. x 10 ft.
   - Cabinet

5. **Four (4) JROTC Rooms**
   - Should be located near large parking lot for easy access to JROTC rooms
   - Air Conditioned
   - Reception area with counter 450 sq. ft.
   - Three (3) individual offices within each 12 ft. x 12 ft.
   - Internet access in reception room and each instructor's office
   - **Storage Room** - located between office and classroom with access from office and hallway 1200 sq. ft. (400 sq. ft. per 100 students required)
     - Double metal doors on hallway entrance
     - Air conditioned

- ♦ All doors must lock with dead bolts

- **Two (2) Classrooms**
  - ♦ Electrical system
  - ♦ Internet access in room with ability to support five (5) - ten (10) computers
  - ♦ ***Capacity for forty-five (45) - fifty (50) students each***
  - ♦ Dual white boards per classroom

- **Drill Pad** (Can use large front parking lot) 150 ft. x 150 ft.
  - ♦ Area needs to have removable poles with sleeves installed that are flushed with the ground to provide safety of students marching.

6. **Four (4) Art Classrooms - Capacity for twenty (20) students**
   - Air conditioned
   - Internet and phone access
   - Adequate electrical outlets on all walls to support audio/visual equipment
   - Three (3) classrooms designed for general art classes, one (1) for ceramics
   - Lockable storage room between each two (2) rooms access from both classrooms
   - Counters installed on at least two (2) - three (3) walls of all art classrooms with two (2) sinks per room centered on the wall
   - Ceramic room needs lockable kiln room
   - Adequate electrical outlets to support audio/visual equipment
   - All rooms equipped with Internet access

7. **Two (2) Home Economics Rooms, One (1) designed for Cooking and One (1) designed for Sewing**
   - **Cooking Room**
     - ♦ Five (5) Cooking stations each set up with sink, stove, garbage disposal, and stove ventilation
     - ♦ Electrical capacity at each station to support all necessary equipment
     - ♦ Teacher's area with adequate outlets and internet access
     - ♦ One (1) board installed

   - **Sewing Room**
     - ♦ Electrical setup and capacity for twenty (20) sewing stations to support all necessary equipment
     - ♦ Small changing area designed to provide privacy but not locking

- ♦ One (1) white board installed
- ♦ Work counter installed on two (2) walls of classroom

- **Storage Rooms / Laundry Room located between Sewing and Cooking Room**
  - ♦ One (1) Locking storage area with electrical capacity and space to support four (4) refrigerators and one (1) upright freezer accessible from cooking room.
  - ♦ One (1) Locking storage area (24 sq. ft.) accessible from sewing room
  - ♦ One (1) Locking laundry area accessible form sewing and cooking area
  - ♦ Large utility sink (wash mops and etc)
  - ♦ Electrical capacity for washer and dryer

8. Choral Room

- Room designed with three (3) concrete tiers in a curved manner with adequate area for director, piano and teacher work area.
- Tiers with wall to wall carpet and anti-slip edging
- Air-conditioned with phone and internet access and adequate electrical outlets to support multiple pieces of electronic equipment.
- Dual white boards installed
- Locking storage room 150 sq. ft.
- Two (2) Practice Rooms within the Choir Room 50-60 sq. ft. each sound proof

9. Four (4) Business Classrooms

- Air conditioned
- Internet and phone access
- Electrical outlets on all walls
- One (1) - two (2) white board per classroom
- Counter installed on two (2) walls of each classroom
- Capable of accommodating 28 student computer set up and one (1) teacher station set-up
- Locking storage space between each two classrooms 30 ft. x 10 ft. accessible from both adjoining rooms.

10. Physical Education Facilities

- **Two Locker Rooms**
  - ♦ Air Conditioned

- Non-skid floors
- Electrical outlets on all four (4) walls of dressing area
- Unobstructed open dressing area equipped with seven (7) benches (10-12 ft. x 2.5 ft.) with racks for hanging clothes
- One hundred (100) basket lockers attached to one (1) wall for student use
- Toilets/urinals and sinks in main dressing area
- Open bay showers with drying area immediately outside shower area, separated from dressing area
- Three (3) storage areas with locker room
- One (1) lockable closet custodial supply
- One (1) lockable equipment storage room with double metal doors - 10 ft. x 20 ft.
- One (1) lockable daily equipment storage room 10 ft. x 10 ft.

- **Female PE Office**
  - Located and accessible within girls locker room
  - Designed with glass windows providing easy visibility of locker room with lockable metal entry door
  - Air conditioned with internet and phone access
  - Toilet, sink, shower and dressing area within office for teachers
  - Laundry area with electrical outlets to support washer/dryer
  - Lockable equipment and costume storage closet 4 ft. deep x 6 ft. wide

- **Male PE Office**
  - Location and access within the boys locker room
  - Designed with glass windows providing easy visibility of locker room with lockable metal entry door
  - Air conditioned
  - Four (4) locking individual cubicles at least 8 ft. x 8 ft. each with glass window providing visibility of locker room
  - Internet and phone access in each cubicle
  - Common office area to include: toilet, sink, shower and dressing area 150 sq. ft.
  - One (1) - two (2) electrical outlets in bathroom area
  - Lockable equipment storage 4 ft. x 4 ft.

11. Gymnasium

- Air conditioned

- Lockable double metal doors with easy out push bar
- Bleachers - at least one side of gym having bleachers that provide lockable storage beneath them suitable for storage of wrestling mats and similar items; alternate means of storage shall also be acceptable.

- **Within Gymnasium**
  - ♦ One (1) Gymnastics equipment storage room 20 ft. x 20 ft.
  - ♦ One (1) Athletic department gymnasium storage 10 ft. x 10 ft.
  - ♦ Two (2) restrooms - one (1) MALE and one (1) FEMALE

- **Dance Room - One (1)** (Attached or within gymnasium)
  - ♦ Air Conditioned
  - ♦ Internet and phone access
  - ♦ Mirrors on at least one wall
  - ♦ Counter installed on one (1) wall of classroom with full length closet on each end
  - ♦ One (1) bulletin board installed
  - ♦ One (1) white board installed
- **Mat Room - One (1)** (tumbling, wrestling, small activity - 60 ft. x 60 ft.)
  - ♦ Air conditioned
  - ♦ Internet and phone access
  - ♦ One (1) bulletin board installed
  - ♦ One (1) white board installed

- **Lecture/Video/Small Activity Classroom (20 ft. x 45 ft.)**
  - ♦ Air conditioned
  - ♦ Internet and phone access
  - ♦ One (1) bulletin board installed
  - ♦ One (1) white board installed

- **Weight Room** (1200 sq. ft.)
  - ♦ Air Conditioned
  - ♦ Internet and phone access
  - ♦ One (1) bulletin board installed
  - ♦ One (1) white board installed

12. **Athletic Director's Office and Storage Room**
    - Split air conditioned
    - Metal entry door with dead bolt
    - Office area 150 sq. ft.
    - Internet and phone access in office area

- **Caged Locking Storage 900 sq. ft.**
  - ♦ Limited access - only from within office area
  - ♦ Laundry area with electrical and water supply suitable for washer and dryer.

13. **Library** 8600sq. ft.
    - All areas central air-conditioned
    - Student area
    - Internet and phone access available
    - Lockable storage area 300 sq. ft.

    - **Media Center within Library** 1800 sq. ft.
      - ♦ Internet access ports located on the floor
      - ♦ Computer center with stationary tables/counters

    - **Teacher Resource Center within Library** 900 sq. ft.
      - ♦ Adequate electrical outlets in all walls
      - ♦ Internet and phone access
      - ♦ Two (2) 220 V outlets for Xerox Machine

14. **Cafeteria**
    - Air conditioned
    - Seating capacity for 300 - 350 students
    - Serving area with capacity for multiple lines

15. **One (1) Nurses Station**
    - Located within the vicinity of physical education facilities and administration with easy ambulance access.
    - All areas air conditioned
    - Reception/Patient reserving area 300 sq. ft.
    - Adequate electrical outlets in all areas to support equipment
    - Internet access
    - Bathroom with sink, shower, and toilet. Bathroom needs to be ventilated
    - Three (3) patient rooms with capacity to put at least two (2) beds per room. 64 sq. ft. / room
    - Lockable Records Room 150 sq. ft.
    - Lockable Supply Room 200 sq .ft.
    - Nurse's Office 12 ft. x 12 ft.
    - Phone and internet access
    - Lockable workroom with sink and outlets to support refrigerator 10 ft. x 10 ft.

16. Administrative Offices

- Central Air conditioning unit
- Internet and phone access in all offices, storage, and under all service counters
- Electrical outlets on all walls of each office
- Electrical outlets under counters
- Visible window view of the parking lot area and the students passing hallways

- **Reception / Waiting Area in Main Office**
  - ♦ Enclosed plexiglass door and bulletin board (4 ft. x 4 ft.)
  - ♦ Wall embedded and enclosed trophy showcase

- **Principal's Office** 300 sq. ft.
  - ♦ Conferencing room for small group meetings (12 capacity size)
  - ♦ Administrative secretary work area

- **Assistant Principal, Curriculum** 12 ft. x 12 ft. within
  - ♦ Reception area with phone and internet access
  - ♦ Enclosed plexiglass door bulletin board (4 ft. x 4 ft.)
  - ♦ Clerical staff work area

- **Office Xerox Room** 36 sq. ft.
  - ♦ Air conditioned
  - ♦ Electrical outlets in all walls and adequate wattage for Xerox capability

- **Office Supply Room** 36 sq. ft.
  - ♦ Air conditioned

- **Computer Operator Room** 200 sq. ft.
  - ♦ Internet and phone access
  - ♦ Electrical outlets on all walls
  - ♦ Locking storage closet 5ft. x 5ft.

- **Single Occupancy Adult Restroom**
  - ♦ Not accessible to the public

- **Assistant Principal Discipline/Attendance** 12ft x 12 ft minimum
  - ♦ Located neat the nurse's office

- ♦ Clerical staff area
- ♦ Service counter area
- ♦ Reception area with phone and internet access

- **Holding Rooms**
  - ♦ Separate entrance for GPD

- **Assistant Principal, Business** 12ft x 12ft minimum
  - ♦ Located near the Supply room
  - ♦ Secured service window for issuing and receiving money, tickets etc.
  - ♦ Administrative officer's office 12ft. x 12ft.
  - ♦ One (1) of locking storage closet 4ft. x 4ft.
  - ♦ Clerical space 240 sq. ft.

- **Assistant Principal SPED**
  - ♦ Reception area with phone and internet access 250 sq. ft.
  - ♦ One (1) of 12 ft. x 12 ft. office for Assistant principal
  - ♦ Three (3) of 10 ft. x 10 ft. offices for CRT's
  - ♦ One (1) of 12 ft. x 12ft. office within for LOTE Coordinator
  - ♦ One (1) Conference room within 15 ft. x 15 ft.

- **Security**
  - ♦ Room for monitoring closed circuit TV
  - ♦ Outside covered areas for monitoring visitor entrance

17. Allied Health Program (Nursing Program)

- Classroom Setting and seating size
- Central Air Conditioned
- Laboratory - half of classroom size

18. Counseling Center

- Should be located adjacent to main office for easy access to Records Room
- Central Air Conditioned
- Internet and Phone Access in all work areas and rooms
- Electrical outlets on all walls
- Reception Area/ College Career Center 200 sq. ft.
- Eight (8 each) - Counselor Officer 10ft. x 10ft.
- Conference Area 12ft. x 12ft.
- Storage Room 12ft. x 8ft.

19. **Records Room One (1)**
- Fireproof
- Capable of housing 25,000 student records
- Located in Central Book Locker
- Air conditioned
- Electrical outlets on all walls
- Small lockable area within for personnel records

20. **Custodial/ School Aide Break Room** One (1) 250 sq. ft.
- Air Conditioned
- Internet and phone access
- Electrical outlets on the walls
- Two (2) Single occupancy adult restrooms (Men, Women)
- Defined area for vending machines with floor drain

21. **Custodial Closets Four (4) 8ft. x 8ft.**
- Two (2) per floor, located at opposite ends of building
- Equipped with sink and running water and faucet for hose

22. **Restrooms**
- **Faculty Restrooms Three (3) sets**
  - One located in Faculty Lounge
  - One located at opposite end of the building
  - One set located upstairs
- **Student Restrooms**
  - Adequate for 2300 students

23. **Storage Rooms**
- **Paint and Hazardous Material Storage Room**
  - Location separate from main building
  - Natural ventilation
  - Five (5) rooms of 10ft. x 10ft.
  - Each with its own solid access door
- **WAY Student Government Storage Room** 15ft. x 15ft.
- **General Storage Room**
  - Air Conditioned
  - 220 V outlet for Xerox
  - 900 sq. ft.

- ♦ Heavy duty metal shelving for supplies
- ♦ Outside double doors for delivery

24. **Faculty Lounge (1) and Faculty Work Area (1)** 900 sq. ft.
    - Air Conditioned
    - Internet and Phone access
    - Electrical outlets on all walls and for computer workstations with Xerox machine
    - Defined area for vending machines with floor drain
    - One (1) bulletin board installed
    - Two (2) restrooms - Male and Female
    - One (1) counter with sink
    - Storage area for Xerox paper

25. **Lockers**
    - **Student Lockers**
        - ♦ 1/3 Full locker size located within classrooms 30/room
    - **Central Book Locker - one (1)**
        - ♦ Book locker area should have floor to ceiling shelves;
        - ♦ Heavy duty metal rows with sufficient room to move about with portable step platforms to access upper shelves
        - ♦ Double wide metal doors for access from outside for receiving shipments
        - ♦ Business window with counter area for issue/receiving textbooks and associated instructional materials that opens into quad area
        - ♦ Heavy duty tables for packing /unpacking materials and numbering for inventory control.

26. **Chemistry and Physics Building -**
    - Design this science building to mirror Okkudu's chemistry and physics classrooms
    - **Chemistry Classrooms**
        - ♦ Single story
        - ♦ Two (2) classrooms
        - ♦ Lab and storage rooms located between the two classrooms
        - ♦ Exhaust and ventilation system located within the lab
    - **Physics Classrooms**
        - ♦ Classroom lab within the classroom
        - ♦ Storage room

27. **GCC Auto and Construction Trades**
- East of Annex Building, between building and fence by Marine drive

Auto and Construction Trade Shops
- **Auto Shop**
  - Two (2) car bay work area
  - Eight (8) inch re-enforced floors
  - Airlines for compressor
  - Include classroom space for twenty-five (25) students
- **Construction Trade Shop**
  - Shop setting to accommodate classroom trades for plumbing, masonry, carpentry, and electrical
  - Include classroom space for twenty-five (25) students

28. **MIS Room (160 square meter or 16'x10')**
- In addition to a computer operators office space, a Main Information System, MIS room is needed to house network equipment that will feed all the northern schools of GPSS
- **Electrical loads should include:**
  - PBX equipments
  - servers, routers, printers
  - Air Conditioner

29. **Center Courtyard**
- Adequate lighting for gathering around the courtyard

30. **Hallways**
- Widen hallways to accommodate and prevent students from getting wet during rainy days
- Install concrete benches in front of each classroom and other areas deemed feasible
- Install concrete tables and seat, or other provisions for outdoor seating, at corner areas of the courtyard (see Tumon beaches, similar or better)

31. **Collateral Equipment**
- See attached list of JFK high school collateral equipment; equipment furnished shall be provided by manufacturers regularly engaged in the manufacture and supply of such items, and shall of standard quality, suitable for use in a normal high school setting. Contractor shall submit material and equipment submittals to be evaluated based on the specifications in the attached collateral equipment list.

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
STANDARDIZED CLASSROOM EQUIPMENT	Language Arts, Math, World Language, Fine Arts, Special Education, Health, Science, Chamoru, Social Studies, JROTC	Total FTE - 90		
1	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	90	Each	
2	Computer System	270	Each	
3	Laptop System	90	Each	
4	Multi Media Projector	28	Each	
5	Document Camera	19	Each	
6	Projector Screen (celing mounted 120"/PSBC120)	90	Each	
7	Printer & Scanner	90	Each	
8	MEDI CAN STEP CAN, RED, PLASTIC LINER	90	Each	
9	Storage Cabinet 30"x15"x66"	90	Each	
10	Student Combo Desk & Chair Chrome Frame (36in.)	2740	Each	
11	Teacher Chair	90	Each	
12	Teacher Desk(double pedastal) Model#88004	90	Each	
13	Legal Size 4 Drawer 512CP	90	Each	
14	Teacher Podiums	90	Each	
15	Wall Mount Guam Classroom Flag, 2' x 3'	90	Each	
16	World Map & Globe Combo, 4th to 12	70	Each	
17	Wall Mount U.S. Classroom Flag, 2' x 3'	90	Each	
18	Fire Exhinguisher	180	Each	
19	Surge Protectors	180	Each	
20	Table, Adjustable Height, 30" x 72"	90	Each	
21	White Board 60"x36"	180	Each	
22	Bulletin Board 60"x36"	180	Each	
SPECIALTY PROGRAMS CLASSROOM EQUIPMENT	Chemistry & Physics, Special Education, Physical Education, Fine Practical Arts, Home Economics, Business Classrooms	Total FTE - 27		
1	Book Shelves 4 tier	7	Each	
2	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	24	Each	
3	Computer System	85	Each	
4	Laptop System	27	Each	
5	MEDI CAN STEP CAN, RED, PLASTIC LINER	27	Each	
6	Multi Media Projectorr	14	Each	
7	Document Camera	0	Each	
8	Projector Screen (celing mounted 120"/PSBC120)	26	Each	
9	Printer & Scanner	26	Each	
10	Storage Cabinet 30"x15"x66"	26	Each	
11	Student Combo Desk & Chair Chrome Frame (36in.)	440	Each	
12	Teacher Chair	27	Each	
13	Teacher Desk(double pedastal) Model#88004	26	Each	
14	Legal Size 4 Drawer 512CP	26	Each	
15	Teacher Podiums	20	Each	
16	Wall Mount Guam Classroom Flag, 2' x 3'	20	Each	
17	Wall Mount U.S. Classroom Flag, 2' x 3'	20	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
18	Drying Rack for Art Classrooms	8	Each	
19	EnviroVentilation System, Skutt	5	Each	
20	Surge Protectors	54	Each	
21	White Board 60"x36"	27	Each	
22	Bulletin Board 60"x36"	27	Each	
SUPPORT PROGRAMS - OFFICE EQUIPMENT	Library, ESL Program, School Health Counselor, Guidance Counselor, SRT, SpEd	TOTAL PER ROOM		
1	Book Shelves 4 tier	15	Each	
2	Bulletin Board 60"x36"	15	Each	
3	Bulletin Board 60"x36"	15	Each	
4	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	5	Each	
5	Computer System	9	Each	
6	Laptop System	14	Each	
7	Multi Media Projector	5	Each	
8	Printer & Scanner	16	Each	
9	Round Steel Wastebasket, 5.8 Ga	15	Each	
10	Storage Cabinet 30"x15"x66"	16	Each	
11	Teacher Chair	15	Each	
12	Teacher Desk(double pedastal) Model#88004	15	Each	
13	Legal Size 4 Drawer 512CP	28	Each	
14	Wall Mount Guam Classroom Flag, 2' x 3'	1	Each	
15	Wall Mount U.S. Classroom Flag, 2' x 3'	1	Each	
16	Surge Protectors	15	Each	
CCP PROGRAMS - EQUIPMENT	Automotive Construction 1 and 2, Allied Health Pro 3 & 4, Marketing, Tourism	TOTAL PER ROOM		
1	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	8	Each	
2	Computer System	16	Each	
3	Student Combo Desk & Chair Chrome Frame (36in.)	80	Each	
4	Teacher Chair	8	Each	
5	Teacher Desk(double pedastal) Model#88004	8	Each	
6	Wall Mount Guam Classroom Flag, 2' x 3'	8	Each	
7	Wall Mount U.S. Classroom Flag, 2' x 3'	8	Each	
8	Fire Exhinguisher	10	Each	
9	Surge Protectors	16	Each	
10	MEDI CAN STEP CAN, RED, PLASTIC LINER	27	Each	
11	Folding Table, Blow Molded Top	10	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
STORAGE ROOMS				
1	Heavy Duty Steel Utility Shelf, 5 Tier, for storage rooms	160	Each	
2	3 Drawer 31" [3-3122-C] Lateral Fireproof File Cabinet	16	Each	
3	Steps platforms	2	Each	
4	Folding Table, Blow molded top	6	Each	
SCIENCE				
1	18" Stacking Chair	60	Each	
2	Beakers Various sizes (Case)	30	Each	
3	Biohazard Waste Disposal	1	Each	
4	Bunsen Burner (Single)	30	Each	
5	Chemical Storage Cabinet	2	Each	
6	Dissecting Kit	60	Each	
7	Disecting Pan	60	Each	
8	Disecting Pins(Boxes)	60	Each	
9	Erlenmeyer Flask Various Sizes (Case)	40	Each	
10	Graduated Cylinders Various sizes (Case)	40	Each	
11	Hazardous Waste Storage Bin	4	Each	
12	Material Safety Data Sheet CD	2	Each	
13	Meter Sticks	28	Each	
14	Microscope	56	Each	
15	Petri Dish	56	Each	
16	Prepared Slides Assorted Set	4	Each	
17	Pull Scales	4	Each	
18	Stainless Steel Trolleys	4	Each	
19	Test tubes 150 ML (Case)	4	Each	
20	Triple Beam Balance	4	Each	
21	Aquaium 50 Gallon with Accessories	2	Each	
22	Human Sketeton Model	14	Each	
23	Meosis Model	14	Each	
24	Mitosis Model	14	Each	
25	Cell Model	14	Each	
26	Eye Model	14	Each	
27	Magnifying Glass	28	Each	
28	Science Table w/ Epoxy Resin Top	30	Each	
29	Swivel Stool with Backrest	60	Each	
SPED	INDEPENDENT LIVING CLASS			
1	TV - 27 in.	1	Each	
2	VHS/DVD Player	1	Each	
3	Sofa Set w/dining table	1	Each	
4	Twin bed set	2	Each	
5	Kitchen Table	1	Each	
6	Microwave	1	Each	
7	Rice cooker	1	Each	
8	Electric Range	1	Each	
9	Washing Machine	1	Each	
10	Dryer	1	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
ROTC				
1	American Flag Set	1	Each	
2	Color Guard Flag Harnest	4	Each	
3	Display Case	2	Each	
4	Guam Flag Set	1	Each	
5	PA System (Mixer-Amp, Speakers, Speaker Stands, Cables, Microphones)	1	Each	
6	Podiums	2	Each	
7	Saber Swords	4	Each	
8	Velvet Chain with stand	20	Each	
9	AV Carts 44"	2	Each	
10	TV - 27 in.	2	Each	
11	VHS/DVD Player	2	Each	
BAND/CHOIR				
1	Acoustic Piano (upright)	1	Each	
2	Bass Guitar	2	Each	
3	Bass Guitar Strings Set	2	Each	
4	Blessing Flute	2	Each	
5	Blessing Piccolo	2	Each	
6	Choir Shell Complete Set	3	Each	
7	Clarinet	2	Each	
8	Director Chair	1	Each	
9	Flutes	1	Each	
10	Guitar Strings Set (Acoustic)	10	Each	
11	Guitar Strings Set (Electric)	10	Each	
12	Keyboard Music Stand	2	Each	
13	Keyboard Speakers	2	Each	
14	Maracas	2	Each	
15	Music Chairs	35	Each	
16	Music Sheets Band (asst.)	1	Each	
17	Music Sheets Choir (asst.)	1	Each	
18	Music Stand	40	Each	
19	Orchestra Bells	1	Each	
20	PA System (Mixer-Amp, Speakers, Speaker Stands, Cables, Microphone)	1	Each	
21	Tuba (4/4)	1	Each	
22	Yamaha Tyros 2 Keyboard	2	Each	
23	Electric Keyboard w/amp & stand	1	Each	
24	Electric Keyboard Amp	2	Each	
25	Electric Bass w/amp	2	Each	
26	Electric Guitar w/Amp	2	Each	
27	Instrument Storage Cabinets	1	Each	
28	Carry/Storage Racks for Music Stands	4	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
PE/GYM				
2	5 Station/4 Stack Weight Station	1	Each	
4	Ball Carry Net	3	Each	
5	Ball Rack	3	Each	
6	Base (3 base set)	2	Each	
7	Basketballs	28	Each	
8	Batons, Alumnium Relay	10	Each	
9	Bats	10	Each	
10	Clipboards, Sports (Basketball, Soccer, Volleyball, Football)	6	Each	
11	Cone Cart	1	Each	
13	Dumbells with Portable Rack	1	Each	
15	Equipment Bag 24x36"	4	Each	
16	Fast Pitch Softball Pack	2	Each	
17	First Aid Kit, 58 pc Trainer Set	6	Each	
18	Flag Belt System	2	Each	
19	Flag Football Set velcro Blue	2	Each	
20	Flag Football Set velcro Green	2	Each	
21	Flag Football Set velcro Red	2	Each	
22	Flag Football Set velcro Yellow	2	Each	
23	Flat Bench	2	Each	
24	Flat Weight Bench	3	Each	
25	Football Official Size	20	Each	
26	Golf Bag Trolley	3	Each	
27	Golf Balls, Wiffle	3	Each	
28	Golf Club Set	3	Each	
29	Golf Ground Cups	3	Each	
30	Gym Mats, 6' x 12'	4	Each	
31	Hurdles, Handy Hurdles™	8	Each	
32	Indoor Soccer Goal	2	Each	
33	Measuring Tape	6	Each	
34	Measuring Wheel	6	Each	
35	Megaphone	6	Each	
36	8 x 4 Wall Mirrors	7	Each	
37	Olympic Barbell Set	2	Each	
38	Outdoor Soccer Goal	2	Each	
39	Pinnies, 30 Pack	2	Each	
40	Plate Rack	2	Each	
41	Portable Basketball System	2	Each	
42	Portable White Board	6	Each	
43	Referee Stand	2	Each	
44	Rugby Ball	10	Each	
45	Safety Cones 15"	12	Each	
46	Safety Cones 18"	24	Each	
47	Safety Cones 28"	12	Each	
48	Safety Cones 48"	10	Each	
49	Score Board	2	Each	
50	Shower Curtain	10	Each	
51	Soccer Goal Net	2	Each	
52	Soccer Goal Post	2	Each	
53	Soccerballs	24	Each	
54	Softball Bases	4	Each	
55	Softball Class Pack, Secondary. Include Balls, Gopher Sport	1	Each	
56	Stationary Bike	2	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
57	Stopwatch	6	Each	
58	Table Tennis	2	Each	
59	Table Tennis Balls, Pack of 144 pcs	2	Each	
60	Table Tennis Paddle	6	Each	
61	Tennis Balls	4	Each	
62	Tennis Net	2	Each	
63	Tennis Raquets Asst.	6	Each	
64	Timer	1	Each	
65	Treadmill	2	Each	
66	Tug-of-War Rope	2	Each	
67	Universal Gym (leg press, arm, laterals, etc)	1	Each	
68	Volleyball Net	2	Each	
69	Volleyball Net, Competition-Grade	2	Each	
70	Volleyball Standard, Portable	2	Each	
71	Volleyballs	24	Each	
72	Weight Bench	2	Each	
73	Weight Bench	2	Each	
74	Wrestling Mat 10 x 10	4	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
75	Washer	1	Each	
76	Dryer	1	Each	
86	All-Terrain Equipment Wagon	1	Each	
87	All-Terrain Ball Master Rack	1	Each	
88	Utility Cart w/Cabinet (Blue)	2	Each	
89	30-Pedometer	2	Each	
90	8.5" dia Set Utility Balls – Set of 6	1	Each	
91	40" dia Omnikin Ball/Bladder	1	Each	
92	Archery Storage Cart	1	Each	
93	Bear Target Armguard	30	Each	
94	Bear Shooting Tab	30	Each	
95	36" Self-Healing Ethafoam Target	6	Each	
96	Roll-Away Target Stand	6	Each	
97	28"L Arrows (Set of 72)	1	Each	
98	30"L Arrows (Set of 72)	1	Each	
99	Package w/ 48"H Backboard (Forest Green Padding)	2	Each	
100	Bison Locking Ball Cart (Blue)	1	Each	
101	Rainbow Cyclone Basketballs, Size 6 (Set of 6)	1	Each	
102	Rainbow Cyclone Basketballs, Size 7 (Set of 6)	3	Each	
103	Fiberglass Stackable Benches – Yellow	6	Each	
104	Rainbow Set Half-Cones (Set of 36)	1	Each	
105	Storage Caddy	1	Each	
106	25 lb Capacity Dry Line Marker	1	Each	
107	English Measuring Wheel	1	Each	
108	Health-O-Meter FloorScale	1	Each	
109	UltraFit ClassStep Fitness Steps (Set of 26)	1	Each	
110	ClassStep Cart	1	Each	
111	Folding Goal w/ Net	2	Each	
112	Size 4 Rainbow Set	2	Each	
113	GOPHER Performer Plus Size 5 Official	12	Each	
114	Team Croquet	1	Each	
116	Mat Transport Carts 58"L x 22"W Cart, 30 lb	3	Each	
117	Tumbling Mats, Embassy Vinyl 6' x 12', 45 lb, Velcro on 2 ends,	10	Each	
118	Mat Mover	2	Each	
119	AAI Graphite Parallel Bars	1	Each	
120	48"L x 24"W x2"-12"H, Wedge, Blue	1	Each	
121	AAI Junior Coil Board	1	Each	
122	Vaulting Buck	1	Each	
123	Alumaflex Competition Balance Beam	1	Each	
124	6x15.5x12cmv4 Balance Landing Mat	1	Each	
125	Universal Transporters	1	Each	
126	Deluxe Heavy-Duty Electric Inflator	1	Each	
127	0.5 hp Inflator/Deflator	1	Each	
128	Softcrosse Set, 12 Sticks, 12 Balls	2	Each	
129	Right Throw	24	Each	
130	Left Throw	12	Each	
131	Diamond 12RFPSC	24	Each	
132	All-Terrain Lockable Totemaster	1	Each	
133	DOM Clear Paddle	24	Each	
134	Body Ball Game	1	Each	
135	Rainbow Set of Large (36"L x 24W") Mesh Bags – Set of 6	1	Each	
136	Hi-Lo Scoop set	12	Each	
137	Pull-out bleachers for 1000 seatings	1	Each	
Weight Room				

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
143	Olympic Weight Set (Gray Plates)	1	Each	
145	Tricep Rope	1	Each	
146	Tricep Bar	1	Each	
147	Power Source Smith Machine with Counter-Balance System, Gray	1	Each	
148	Adjustable Flat/Incline/Decline, Bench, Gray Frame, Dark Green	1	Each	
149	Weight Pins	24	Each	
150	Spring Collars	24	Each	
151	Plate Set w/Rack	1	Each	
Dance Room				
155	Storage Cabinet 30" x 15"x 66"	2	Each	
156	Califone PowerPro Deluxe PA.Music System capabilities)	1	Each	
157	Utility Cart w/Cabinet (Blue)	1	Each	
Baseball/Softball Field				
1	MP-5 Fast Pitch SB Mobile Trainer [MP5-761-104]	1	Each	
2	X-tender Batting Cage 72'x12'x12' [TS-XT799]	1	Each	
Girl's & Boys Locker room				
1	12"D Six Tier Ventilated Locker, Triple-Wide, Unassembled (grey)	18	Each	
Mens PE Office				
Chief PE Office				
INFORMATION TECHNOLOGY	MIS Network Room			
1	CyberServer 8015C-TB 1U Quad Intel Xeon Server	1	Each	
2	Blade Server Quad Core Blades	1	Each	
3	SAN - Storage Area Network, with at least 2 Terabytes of storage	1	Each	
4	Computer System	2	Each	
5	Laptop System	1	Each	
6	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	1	Each	
7	Gigabit Switches	150	Each	
8	Server Rack - APC NetShelter AR3157 48U Rack	2	Each	
HOME ECONOMICS				
1	Folding Table, Blow Molded Top	4	Each	
2	Refrigerator	1	Each	
3	Washing Machine	1	Each	
4	Dryer	1	Each	
5	Sewing Stations Complete	20	Each	
Amphitheater (Courtyard)				

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
1	HDJ S-550 Package Sound Equipment Item #: S-550-PACK Complete with: Stanton S-550 2U Dual CD Player Gemini MM-01 4-Channel Stereo Mixer PD-8 Power Center Hollywood DR-306 Wireless Mic System Naxa NX-916 Headphones Odyssey FR1003 Rack Case	1	Each	
FINE ARTS - PHOTOGRAPHY				
1	Digital Camera	20	Each	
2	Computer System	3	Each	
3	Printer & Scanner	5	Each	
4	Storage Cabinet 30x15x66	2	Each	
5	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	2	Each	
FACULTY WORK AREA				
1	Table, Adjustable Height, 30" x 72"	6	Each	
2	Refrigerator	1	Each	
3	Microwave	1	Each	
4	Storage Cabinet 30x15x66	2	Each	
5	Die Cut	1	Each	
6	Paper Dispenser (Butcher Paper Rack)	2	Each	
7	Paper Shreddar	1	Each	
8	Laminating Machine	1	Each	
9	Paper Trimmer	2	Each	
10	Stackable Chairs	12	Each	
MAIN OFFICES				
1	2 Drawer Filing Cabinets	10	Each	
2	2 Way Radios	32	Each	
3	4 Drawer Filing Cabinets	8	Each	
4	Lenox Series Two Chairs w/Connecting Center Table, L2111G5 by Lesro	28	Each	
5	Computer System	12	Each	
6	Laptop System	2	Each	
7	Display Case	4	Each	
8	Paper Shreddar	1	Each	
9	Printer & Scanner	2	Each	
10	Round Steel Wastebasket, 20 Ga	16	Each	
11	Table, Adjustable Height, 30" x 72"	4	Each	
12	Analog/VOIP Business Telephones for all offices & classrooms	151	Each	
13	PBX Network Equipment for phone system & internet (Cisco switches, Shoregears Intel)	6	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
PRINCIPAL				
1	The Corsica Veneer Conference Room Furniture features elegant lines with excellent durability AA-grade North American hardwood veneers Hand selected veneer to ensure matching grain patterns Surface protected with two-coats of high-tech catalyzed lacque	1	Each	
2	High-Back Executive Leather Chair (B7501-FS-BOSS)	12	Each	
3	Embassy Executive Desk Set (60850-FS-BS)	1	Each	
4	HON 700 Series 42" W Lateral Files w/Storage	2	Each	
5	Laptop System	1	Each	
6	Multi Media Projectorr	1	Each	
7	Document Camera	1	Each	
8	Printer & Scanner	1	Each	
9	Stackable Chairs	10	Each	
ASSISTANT PRINCIPALS	Discipline, Curriculum, Attendance, SpEd	FTE 4		
1	Boat Shape Conference Table	2	Each	
2	High-Back Executive Leather Chair (B7501-FS-BOSS)	24	Each	
3	Embassy Executive Desk Set (60850-FS-BS)	4	Each	
4	HON 700 Series 42" W Lateral Files w/Storage	4	Each	
5	Letter Size 2 drawer 514CP	8	Each	
6	Megaphone	4	Each	
7	Laptop System	4	Each	
8	Multi Media Projector	4	Each	
9	Document Camera	1	Each	
10	Printer & Scanner	4	Each	
11	Stackable Chairs	32	Each	
12	Whiteboards 4x6	4	Each	
COUNSELORS				
1	2 Drawer File Cabinet	8	Each	
2	4 drawer lateral file in charcoal "(36"w X 19 ¼"d X 53¼"h.) Hon Catalog pg. 166	12	Each	
3	Teacher Chair	2	Each	
4	Teacher Desk	2	Each	
5	Whiteboards 4x6	9	Each	
ADMIN OFFICER				
1	2 drawer File Cabinet	2	Each	
2	4 Drawer File Cabinet	2	Each	
3	Binding Machine System	1	Each	
4	Cash Box	2	Each	
5	Electronic Safe	1	Each	
6	Key Box Storage, Hold 240 Keys, #k-240	2	Each	
7	Paper Shreddar	1	Each	
8	Storage Cabinet, Metal 36x18x72, #FH-183	2	Each	
9	Teacher Chair	2	Each	
10	Teacher Desk	2	Each	
11	Whiteboard	1	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
12	Printer & Scanner	1	Each	
COMPUTER OPERATOR OFFICE				
1	School Management System Storage Area Network Server (Core Blade with SAN)	1	Each	
2	Printer & Scanner	1	Each	
3	Surge Protectors	4	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
NURSE'S OFFICE				
1	4 Drawer File Cabinet	15	Each	
2	Balance Beam Scale	1	Each	
3	Biohazard Waste Disposal	2	Each	
4	BMI Scale, SECA 703 Electronic Measuring Station	2	Each	
5	Emergency carts, Medical Supply #73449	1	Each	
6	Exam Light	2	Each	
7	First Aid Couch	4	Each	
8	Folding Portable Curtain	2	Each	
9	Narcotics Cabinet	2	Each	
10	Oto/Ophthalmoscope Set	1	Each	
11	Refrigerator	1	Each	
12	Sphygmomanometer (Blood Pressure Cuffs)	2	Each	
13	Steel Step-On- Can, 12 Gallon	1	Each	
14	Steel Step-On- Can, 24 Gallon	1	Each	
15	Stethoscopes, Sprague Rappaport-Type	2	Each	
16	Stretchers, Aluminum Break-Apart #JAS400	1	Each	
17	Thermometer	5	Each	
18	Towel Dispenser, C-Fold	2	Each	
19	Vision Screening Instrument	1	Each	
20	Water Dispensor (Hot, Cold & Room Temp)	1	Each	
21	Wheel Chairs	1	Each	
22	Crutches, Adjustable	8	Each	
CAFETERIA				
1	Cafeteria Table	22	Each	
2	Utility Cart	2	Each	
3	Teaspoon, Stainless Steel, Dozen	60	Each	
4	Dinner Fork, Stainless Steel, Dozen	60	Each	
5	Melamine Six Compartment Tray	600	Each	
6	Trash Cans	10	Each	
7	Mop Bucket & Wringer	1	Each	
8	6' x 4' Non-slip Rubber Mat for entrance way	6	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
LIBRARY				
1	60 DIA x 29 in Brodart #60-850-000	3	Each	
2	Card Catalog Cabinets	3	Each	
3	CD/Cassetter Player	2	Each	
4	Library Automation Software, Book Bar Coder and Scanner	1	Each	
5	Circulation Desk System	1	Each	
6	Computer System	3	Each	
7	Overhead Projector Cart	3	Each	
8	Periodical Displayers	2	Each	
9	Portable White Board	1	Each	
10	Printer & Scanner	6	Each	
11	Projector - Overhead 3m	3	Each	
12	Round Folding Table	10	Each	
13	Georgia Chair Library Chair with Sled Base, 503-S by Georgia Chair	50	Each	
14	Table, Adjustable Height, 30" x 72"	4	Each	
15	Traditional Single-Sided Book Truck	3	Each	
16	Tripod Projector Screens	1	Each	
17	AV Carts 44"	16	Each	
18	TV - 27 in.	16	Each	
19	VHS/DVD Player	16	Each	
20	Library Reference Books	6	Each	
LIBRARY MEDIA CENTER				
1	Computer System	18	Each	
2	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	6	Each	
3	Digital Camera	4	Each	
4	Multimedia Projector	1	Each	
5	Cam Corder, Panasonic Palm corder Mini DV Digital	1	Each	
6	Tripods for Video Camcorder	1	Each	
LIBRARY TECH				
30	2 Drawer File Cabinet	1	Each	
31	4 Drawer File Cabinet	1	Each	
32	Storage Cabinet	1	Each	
33	Teacher Chair	1	Each	
GENERAL CUSTODIAL EQUIPMENTS				
1	Trash Cans (at least 39 gallons)	20	Each	
2	Mop Bucket & Wringer	4	Each	
3	Platform Trucks (70"Length X 40 "Width)	2	Each	
4	Water Dispensor (Hot, Cold & Room Temp)	3	Each	
5	MEDI CAN STEP CAN, RED, PLASTIC LINER	10	Each	
6	enMotion Impulse Dispenser Blue	24	Each	
9	LevRMatic Roll Towel Dispenser	50	Each	

Construction of New John F. Kennedy High School
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)
TECHNICAL SPECIFICATIONS
Project No. 700-5-1020-L-TAM

Attachment "C"

I. BUILDING SYSTEMS, MATERIALS AND EQUIPMENT

The following descriptions and comparisons are organized by specification section. Civil, structural, mechanical and electrical discussions follow the architectural section.

Building construction shall be cast-in-place or pre-cast concrete or CMU for walls and cast-in-place or pre-cast concrete with monolithic concrete topping for floor or roof slabs.

A. Architectural

1. Miscellaneous Metals

Stainless steel or aluminum will be used to provide the best longevity for all exposed metals. Interior miscellaneous metals will be galvanized or prime coated steel.

2. Carpentry

Hardwood shall be used for finish carpentry such as casework, doors and trim. Casework will be wood veneer faced with plastic laminate counter tops. Interior wood blocking will be treated lumber.

3. Insulation

a. The model energy code allows an overall thermal value with an OTV not ot exceed 27.8 btu/sf. On this basis, a roof U-value of 0.10 (R-10) is adequate without any need for wall insulation.

b. Roof insulation will be placed inside the building to avoid the need to protect it from the elements. For spaces with ceilings, unfaced 2-1/2" fiberglass board insulation pin

impaled to the underside of the roof shall be used.

c. For conditioned Hallways without ceilings (exposed structure), spray applied cementitious insulation will be used.

4. Roofing

Roofing materials over concrete slabs will be fluid-applied urethane. A heavy-duty multithane roof coating, 65 mils thick (off-white color) shall be used or approved equal. Manufacturer will provide a 5-year warranty and shall be installed by a certified roof specialist.

5. Windows, Exterior Doors and Glazing

a. Exterior windows and louvers will be aluminum with a color polyester (Kynar) finish. Fire-rated interior openings will have steel windows

b. Exterior doors and frames will be aluminum. Interior doors will be solid core wood door with painted or veneer finish or aluminum doors and frames.

c. Exterior glazing will be laminated or tempered security glass. Provide typhoon shutters for exterior window and doors.

6. Floor Finishes

Unglazed ceramic tiles will be used at classrooms, multi-use room, library and administrative areas. The service kitchen, serving line area and entrance locations for the classroom building will be quarry tile. Toilet rooms floors will be ceramic tiles. Exposed natural concrete at the mechanical/electrical rooms, bulk storage and exterior walkways will be sealed with a penetrating sealer.

7. Exterior Wall Finish

Exterior walls finish will be fair-faced concrete with a paint finish. Paint will be 100% acrylic emulsion by manufacturers providing a tropical formulation.

8. Ceilings

Classrooms, administration, nurse's office and library ceilings and portions of the corridors will be 2' x 4' acoustical tile on metal suspension system. Conditioned areas with open ceiling shall be properly designed with appropriate exposed insulation, ductwork and lighting. Un-conditioned areas with open ceilings shall have clean concrete finishes.

9. Toilet and Restrooms

Floors non-skid ceramic tiles and walls will receive ceramic tiles. Lavatory counters will be concrete faced. Toilet partitions will be concrete.

10. Fire Protection

Portable fire extinguishers will be provided at each classroom, kitchen, other occupied areas, mechanical/electrical rooms and at exit ways. Fire extinguisher cabinets serving public areas will be at secure locations or in locked cabinets. Extinguishers will be 12-lbs.. multiple purpose dry chemical extinguisher (light hazard). Electrical room and mechanical rooms will have 10-lbs. bracket mounted multiple purpose dry chemical extinguisher. Extinguishers will be located within a maximum travel distance of 75-feet.

11. Signage

An exterior school identification sign shall be installed. Additionally, individual building and room identification signage will be specified.

B. Civil

1. Storm Drainage Systems

a. Runoffs considered in this design for disposal into percolation basins are from the developed area. Runoffs from undeveloped area of the properties will drain as is or remain on its present condition.

b. The site drainage system will utilize underground percolation fields below play and landscape areas, where appropriate. The design of these percolation fields are based on a 20-

year (5% exceedance) storm.

c. Surface runoffs will be collected by means of drain inlets or catch basins. Underground drainage pipes will be used to convey storm water from inlets to outlets. If needed, surface drainage swales and ditches will also be provided. These swales and ditches, if deemed necessary, will be either grass-lined, or provided with concrete lining or grouted rip-rap stones to prevent erosion.

d. Ponding Basins shall be used where suitable for the disposal of storm water on-site.

2. Water Service

a. Contractor shall verify closest waterline connection.

b. Contractor is responsible for the connection and upgrading of waterline to comply with GWA requirements.

4. Wastewater System Improvements

a. Contractor shall verify closest sewer line connection.

5. Drop-Off Areas (Bus and Car)

a. The project site must have entry and exit points. Appropriate pavement marking and signs must be provided to designate the intended flow of traffic within these drop-off areas.

b. Bus loading and unloading.

C. Structural Systems.

1. Structural Design Criteria will be as follows:
U.B.C. - Uniform Building Code 2000
Building code Requirements for Structural Concrete (ACI 318-95)

a. Dead Loading

Normal Concrete Weight = 150 pcf

1. Double Tee Panel: Guam RMP Double Tees
   a. 18" deep — Standard Unit = 44 psf
      Composite Unit = 82 psf
   b. 44" deep — Standard Unit = 74 psf
      Composite Unit = 12 psf
2. Pre-stressed Plank — Base Unit 3.5" thick = 43.8 psf
   Composite Unit = 81.0 psf
3. 8 inch CMU Walls = 65 psf
4. Waterproofing = 8.0 psf
5. Ceiling = 5.0 psf
6. Miscellaneous (Utilities) = 3.0 psf

b. Live Load

1. Classrooms = 40.0 psf
2. Roof Deck Live Load = 12.0 psf

c. Seismic Load

1. Design Base Shear

   V = ((Cv X 1) / R T) x W

   Cv = Seismic coefficient

   I = Importance factor

   R = Numerical coefficient representative of the inherent over strength and global ductility capacity of the lateral resisting system

   T = Elastic fundamental period of vibration under consideration

   W = Total seismic load

d. Wind Load

1. Velocity - 175 mph as defined by UBC Exposure C

2. Foundation

All footings shall rest on the natural compacted soil. Where soft soils are encountered, these will need to be removed and replaced with compacted coral fill.

3. Type of Construction in General.

The structural system can be in concrete masonry unit, cast-in-place, or pre-cast concrete. Contractor to submit design structural system including structural calculations.

4. Wall System

The vertical load resisting system must be composed of concrete bearing walls acting as shear walls. This is the primary lateral resisting element of the structure. The the bearing wall system also provides support of the gravity loads from the roof. Cast-in-place, pre-cast concrete or concrete masonry walls are provided in two orthogonal directions to resist any translation and torsional action imposed on the building.

A system of longitudinal and transverse cast-in-place or pre-cast concrete walls shall provide the lateral resisting element and the primary roof support. Transverse concrete walls at suitable locations will provide shear capability.

Special detailing must be provided for walls with openings.

For non-structural walls, use of reinforced concrete masonry construction or metal stud walls with fiber-cement wall-board and sound-proofing insulation may be provided.

5. Roof System.

Conventional cast-in-place system or pre-cast concrete with poured-in-place concrete topping.

D. Mechanical System

Mechanical system include air conditioning, ventilation, interior plumbing system and fire sprinkler system.

1. Air Conditioning Systems.

   Generally, systems will follow accepted industry practices as reflected in the latest issues of the American Society of Heating, Refrigerating, and Air–Conditioning Engineers (ASHRAE) handbooks.

   Systems will be air-cooled to eliminate the need for make-up water and water treatment systems.

   Split systems ducted for proper outside air requirements will be used at the Classrooms. The Cafeteria must utilize a package system located outside the building. Distribution duct work will be located above the ceilings except in areas with exposed ceilings.

   All exterior condenser units will be properly protected from damage, and where necessary enclosed with fencing and housing

2. Mechanical Ventilation.

   Mechanical Ventilation will be provided for all toilets, and other non-air conditioned enclosed spaces.

3. Interior Plumbing systems.

   Conventional soil, waste and vent piping system will be used, using DWV plastic piping.

   Water piping can be copper or chlorinated polyvinyl chloride.

   Drinking fountains must be provided

   Sinks must be provided in each classroom (as needed)

   ADA requirements must be provided at each toilet room

4. Fire Sprinkler System and Alarm system.

   All Existing fire alarm system must be connected to new alarm system verify existing condition for compatibility

E. ELECTRICAL SYSTEM.

Contractor to verify the existing distribution power lines and possible power connection points for the new school. The contractor will be responsible for the cost of the underground line extensions to service the school. Contractor is responsible for all upgrading to comply with GPA requirements:

1. Electrical Distribution

   Power service to the facility will be from an existing or new pad mounted transformer.

   Underground power service from the existing/new pad mounted transformer to automatic transfer switch the main switchboard to the emergency generator and also to the meter.

   Underground distribution to main distribution panel board. Existing buildings must be connected to the new electrical system.

   Distribution and branch circuit voltage will be:
   - •Distribution- 208/120 volts or 277/480 volts, 3 phase, 4 wire
   - •Power to major equipment - 208 or 480 volts, 3 phase
   - •Fluorescent and HID lighting- 120 or 277 volts
   - •Small Equipment and appliances - 208/120 volts
   - •Fluorescent task lighting at counters - 120 volts
   - •General purpose outlets - 120 volts

2. Lighting

   Exterior lighting must be post mounted energy efficient metal halide fixtures for parking and driveways. Pole/fixture assembly must be specified to withstand 175 mph winds with 1.1 gust factor. Wall mounted HID fixtures must be used around the building perimeter for security lighting. Ceiling mounted HID fixtures must be used for covered walkways. Exterior light control must have two levels of automatic switching, The "Night Light" (Security Light) which is "ON" from dusk to dawn and the "Curfew Light" which is "ON" from dusk to a pre-set time before dawn.

   Interior lighting fixtures must be energy efficient fluorescent and metal halide.

- General lighting applications must use luminaries with T8 fluorescent lamps and electronic ballast.

- For areas with high ceiling such as the Multi-use/Cafeteria and covered areas, metal halide or T5HO fixtures will be used.

- Exit lights to be provided at egress doors and corridors must be light emitting diode type with built-in emergency battery.

- Task lighting at counters must be provided using slim type fluorescent fixtures with switch control and will be mounted under the overhead cabinets.

- General illumination in classrooms, large offices and open areas will have at least three levels of switching to save energy when natural lighting is available.

- Interior walkways must have automatic curfew lighting and security lighting controls.

- Emergency lighting will be provided where required.

3. General Power

A minimum of four general use outlets will be provided in each classrooms. Outlets will be provided at ten (10) feet o.c. at offices. Outlets located outdoors and in wet locations will be weatherproof type with ground fault protection. Outlets in corridors will be heavy duty type.

Power outlets for computers will be isolated type with outlets in each general classrooms, and the library, one outlet per computer station in computer lab and in office areas.

4. Communication Systems

- Telecommunications provisions underground conduit will be provided from the GTA service pedestal to the telephone terminal board. Underground system will be provided from the terminal board to the telephone cabinets to individual outlets. Instruments,

cables, and wires will be by GTA under separate contract with the government. Telephone outlets will be provided in offices, lobby, conference rooms, classrooms, and work areas.

- Public address/intercom system, clock and program bell provisions and intercom station will be provided in each classroom and office. Interior and exterior speaker system. master clock (equipment must be located in the administration area. Digital ss lave clocks in each classroom, office, library, cafeteria, and work areas. Local area network (LAN) system provisions empty raceway system will be provided for LAN cables. Minimum of one LAN outlet must be provided for in each classroom, offices, cafeteria, library, and nurse station.

- Television system provisions conduit with pullwire for television service from pedestal to main TV cabinet. Cable television distribution from Main distribution frame (MDF) via underground conduit system to the library. Cable television outlets must be provided in each classroom.

5. Fire Alarm System

   The fire alarm system must be automatic/manual system with audio/visual alarms throughout the facility. . The fire alarm system will be an addressable analog type. Visual alarm will be provided in each public toilet. Smokesmoke detectors will be provided where required. Heat detectors will be provided in mechanical rooms. Duct smoke detectors must be provided where required.

6. Emergency Back-Up Power

   Provide emergency back-up generator, automatic transfer switch with concrete housing, spill containment.

   Emergency Generator must have the same load capacity as the main distribution panel, with 3-days minimum capacity of diesel fuel.

7. All Lighting System

   All lighting, electrical & mechanical equipment must be all energy efficient and must meet Guam Energy Code.

Construction of New John F. Kennedy High School
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)

TECHNICAL SPECIFICATIONS

Project No. 700-5-1020-L-TAM

Attachment "D"

I. SITE DEVELOPMENT FOR CONSTRUCTION OF NEW JOHN F. KENNEDY HIGH SCHOOL (FDDBML)

The following must be considered when developing the preliminary high school layouts for Guam Public School System:

•**Academic Support Areas**: Space such as libraries, teacher workrooms, and computer labs should be located near or within classroom arrangements.

•**Community Use:** the use of public schools by the community is a major issue that affects school layouts in Guam. The facilities most frequently used by the public are:

1. Cafeterias
2. Outdoor Gathering Areas (amphitheaters, covered stadiums, covered courts)
3. Aesthetic Fields and Court Sports

These facilities should be located near visitor and event parking areas. Security is also an issue; making school facilities more available to the public also makes them more vulnerable to vandalism. In the model conceptual plans, each site is organized so that facilities used by the public separate from the remainder of the campus.

Classrooms industrial arts facilities may be used for adult classes. One of the advantages of using courtyard buildings is that individual buildings can be opened after-hours to the public while keeping other academic facilities securely gated.

•**Classroom Arrangements**: Developing smaller clusters of classrooms that are organized around a landscaped courtyard reduces the institutional feeling of a school and creates a more child-scaled environment. Clusters can be organized by grade level, academic subject, or learning teams. Educational programs can also affect classroom arrangements.

•**Energy Use:** Classrooms can be sited to allow controlled lighting conditions (a north/south orientation) and reduced air conditioning costs. Landscaping can also be used to reduce air conditioning costs in classrooms and other areas.

•**General Support Areas**: Administrative offices, dining halls, and auditoriums are areas that can be located away from classrooms, and closer to visitor parking areas. Along with some athletic facilities, these are often spaces visited or used by parents or the public. They should be located in areas accessible to the public, such as locations are near visitor parking lots, public roads, and public walkways.

•**Landscape and Open Space:** Shaping the land, especially near elementary school classrooms, extends the learning environment to the outside of the building. Classroom can be sited around a landscape courtyard, creating more a child-scaled environment in a larger school. Trees can also be used to create attractive pedestrian walkways, provide shade for buildings or play areas, screen undesirable views, and control harsh winds by creating windbreaks. Landscaping a portion of the outdoor areas with large trees makes them liveable in a tropical climate. If it is not possible to afford all landscaping up-front, than develop a landscape master plan that can be implemented overtime. The landscaping portion of a project usually will be less than 10% of the overall site-planning budget.

•**Legal Requirements:** Legal or regulatory requirements that may affect site layouts include zoning standards (setbacks, maximum site coverage, height limits, etc.) fire lanes, fire codes and ADA requirements.

•**Lighting:** for both safety and security reasons, provide lighting in all school areas that will be used during evening hours.

•**Mechanical Systems**: The preference for mechanical systems arrangement and configuration is for a decentralized system. Provide space within or near each courtyard building for mechanical equipment that services that area.

•**Physical Education and Athletics:** Athletic fields require large areas of relatively flat land. Outdoor athletics activities are often noisy, and should be located away from classrooms; if used for marching band practice, locate away from residential areas. In order to maximize flexible use of fields by coaching staff, place them together whenever possible. Athletic spaces that are used for games, which the public attends, should be easy to find and placed near visitor or event parking lots.

•**Parking:** Locate parking lots in areas with easy access to local streets. However, it is not desirable to locate parking lots in areas where they dominate public views to the school. Develop a landscape buffer between parking lots and other uses.

•**Pedestrian Walkways:** Campus layout should create safe, walkable campus environments. Pedestrian walkways that connect the primary academic facilities

are kept away from vehicular roads, and other pedestrian connections keep conflicts to a minimum. Whenever possible, create a pedestrian link between the school entry and public walkways or nearby public facilities. A clear, organized, and spacious walkway system helps to orient users and create a well-functioning environment. Walkways are often social gathering areas for students and teachers; provide shade trees and seating areas along them. Because of Guam's frequent rains, all major walkways should be fully covered. Design service roads and pedestrian walkways near athletic fields for dual use by pedestrians and service/emergency vehicles.

•**Social Needs:** Often, areas that are not designated for specific classroom activities are overlooked in school planning programs. These include conference rooms, teacher/parent meeting rooms, faculty meeting areas, and small to large gathering areas for students. School programs should be modified whenever possible to meet social needs.

•**Vehicular Traffic:** It is important to provide a substantial, on-campus area for the drop off and pickup of students by either bus or private auto. Ideally, students should be able to exit from the right hand side of the car onto a pedestrian walkway that leads to school facilities. For safety reasons, locate vehicular roadways away from school activity areas. If it is necessary to route service roads or fire lanes through or near the center campus, then limit deliveries to off-hours. If possible, locate faculty and staff parking lots away from the visitor lot and student drop off and pickup traffic; this allows teachers to avoid the heavy traffic associated with before and after-school activities.

Architectural Styles

There are many types of architectural styles appropriate for Guam's schools. Because of the island's tropical climate, sloped roofs and wide roofs overhangs are recommended.

Gates and Security

Security is a major issue for Guam's schools, and gates and fences often play a strong role in developing the physical character of a campus. This is especially true at public entries, public street edges, and campus interior locations where gates and fences either present a welcoming or unfriendly image for students, parents, and the public. Although security is an important issue, fences and gates or walls similar to those used at Tamuning Elementary School produce a positive image while maintaining security. When it is necessary to use metal-mesh fences in public areas, Provide security lighting along side and rear perimeter walls, and

keep a cleared area near the fence or wall for security reasons.

One of the best ways to keep a campus interior secure is to locate classroom, library, and cafeteria windows so that faculty and staff can observe outdoor activity areas. For courtyard layouts, keep interior courtyard windows large and limit exterior perimeter openings to high windows or louvered vents.

CONSTRUCTION OF NEW JOHN F. KENNEDY HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDBML)

SUPPLEMENT TO FINAL CONTRACT TECHNICAL SPECIFICATIONS

PROJECT NO. 700-5-1020-L-TAM

FELIX P. CAMACHO
Governor of Guam

Prepared by:

Department of Public Works
Government of Guam

September 01, 2010

APPROVED BY:

ANDREW LEON GUERRERO
Director
Department of Public Works

NERISSA B. UNDERWOOD, Ph.D.
Superintendent
Guam Department of Education

JOHN R. AHERN
President - CaPFA Capital Corp. 2010A

MIGUEL C. BORDALLO
Vice President – International Bridge Corp.

CONSTRUCTION OF NEW JOHN F. KENNEDY HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDBML)

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John F. Kennedy High School - FDDBML Project

Items included in scope of work:

1. Full service cafeteria: includes full service kitchen and expanded building size to accommodate kitchen; kitchen to be used for on-site meal preparation as well as support to GCC foodservice classes. In addition, GPSS has indicated that the larger space could be used for study-hall or combined class activities when teachers are absent, using removable partitions. With regards to the use of a full-service kitchen, GPSS has indicated that they have retained their kitchen staff and currently use them during emergencies to handle food preparation at other facilities, and that they may be mobilized for duty at any time.

2. Increase gymnasium size: this item was intended to provide additional space within the gymnasium for a stage and additional athletic equipment storage. Storage space was required because the RFP requirement to have storage space underneath the bleachers would not have been possible with pull-out type bleachers needed to maximize floor space within the gymnasium for instructional use, as opposed to event use.

3. Upgrade sports/baseball fields, including lighting, dugouts and bullpen (fence/netting): this item was added to provide for improvement of the existing baseball fields which are only equipped with backstops. The original RFP did not detail any improvements to this substandard facility within the campus and GPSS requested that the facility be brought up to athletic standard for educational and interscholastic athletic use.

4. Renovate bathrooms and add locker rooms at football field: This item addresses a code issue which was not contained in the original RFP. The electrical panels are installed and operated in an unsafe environment (bathroom/shower room) which would be of concern with regard to building code requirements. This item would alleviate those concerns by providing renovations to the bathrooms to separate the electrical panels, and move locker areas to a new area to provide the needed space for such renovations. If the facility was left as is, the locker and showers could not be used by students or teams, and they would have to use facilities located at the main campus.

5. Modify football field lighting: This item provides for modifications to existing lighting, which is not performing currently to GPSS requirements. The proposed work include switching and lamp modifications will allow more flexibility in the use of the facility for practice and competitions, enabling reductions in GPSS annual energy costs.

6. Relocation of GCC classrooms (for preferred location of book storage): GPSS has indicated its preferred location for book storage facility is to be in the existing GCC classroom buildings. This item includes the work required to construct and relocate specialty classrooms for GCC to the lower campus (annex area) and convert the existing classrooms into the book storage facility.

7. Additional windows for clerestory at gymnasium: This item was requested by GPSS to maximize use of natural lighting within the gymnasium and reduce energy costs. It includes increasing the number of windows from what was proposed in the original design submitted with our response to the RFP.

8. Sliding glass doors for lower level classrooms: This item was a result of design coordination with GPSS for ground floor / courtyard classrooms which may have outdoor teaching components. It includes the addition of sliding glass doors in lieu of one operable window to facilitate transit of students from inside the classroom to outdoors, and also for possible display of artwork, etc. Larger typhoon shutters would also be included.

9. Concrete benches for first floor under 2nd floor exterior walkway: The original proposal included outdoor courtyard seating along the circular concrete steps within the courtyard. GPSS requested additional concrete benches beneath the 2nd floor exterior walkways for shaded seating in addition to the above. This item includes labor and materials to construct and install pre-cast concrete benches for this purpose.

10. Design contingencies: This item includes additional design costs associated with the applicable items above.

11. SPED relocation and temporary offices: The original proposal calls for Special Education classrooms within the facility. Our proposal consolidated the SPED classrooms for design efficiency and cost savings. GPSS has indicated that the SPED classrooms should be interspersed throughout the facility in order to avoid any discrimination issues. This item provides for the relocation of the classrooms to various parts of the main campus, and the attendant extra costs for extending utilities to service these classrooms. This item also includes the costs for temporarily relocating the current SPED operations in the existing Annex building for the term of construction in order to undertake the required construction and renovation. GPSS has required that this temporary location be provided as SPED operations were not considered or addressed in the original RFP. It is the intent that GPSS would own this facility and it would be transported to a site of their choosing upon completion of the permanent facility.

12. Indirect Costs: this item covers extended overhead and indirect cost items for the anticipated construction period needed for these additional items beyond the original 9-months in the RFP.

EXHIBIT B

ACQUISITION PRICE AND PROJECT COST BREAKDOWN

Total Hard Project Cost	**$**	**45,200,000.00**
Labor, Services and Subcontracts	$	13,902,000
Materials and Freight	$	18,475,000
Equipment	$	5,205,000
Design & General Expenses	$	1,311,000
Fee, Insurance, Bond and Taxes	$	6,307,000
Total Soft Project Cost	**$**	**19,529,721.05**
Capitalized Interest and Reserves	$	10,571,385.42
Bond, Finance, Legal and Consulting Costs	$	4,196,235.63
Const. Mgmt., Development and Builders Risk	$	4,547,100.00
Pre-Funded FY2011 Additional Rental	$	215,000.00
Total Project Cost	**$**	**64,729,721.05**

INSURANCE AND MAINTENANCE AGREEMENT

dated as of August 1, 2010,

by and among

CAPFA CAPITAL CORP. 2010A
a Florida not-for-profit corporation,
Lessor,

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM,
Lessee,

INTERNATIONAL BRIDGE CORPORATION
an Ohio corporation,
Maintenance Contractor,

and

U.S. BANK NATIONAL ASSOCIATION,
Trustee

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THIS INSURANCE AND MAINTENANCE AGREEMENT (this "Agreement") is entered into as of this first day of August, 2010, by and among CAPFA CAPITAL CORP. 2010A ("Lessor"), the DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM ("Lessee"), INTERNATIONAL BRIDGE CORPORATION, as initial maintenance contractor ("Maintenance Contractor"), and U.S. BANK NATIONAL ASSOCIATION, as trustee pursuant to the Trust Agreement (as defined herein) (the "Trustee").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a Lease Agreement, dated as of August 1, 2010 (the "Lease Agreement");

WHEREAS, pursuant to the Lease, Lessor will construct a high school (the "Facility") and lease the Facility to Lessee;

WHEREAS, under the Lease Agreement, Lessor has undertaken certain obligations with respect to the insurance and capital maintenance of the Facility, and Lessor and Lessee wish to contract with Maintenance Contractor to fully perform such obligations;

WHEREAS, Maintenance Contractor, in consideration of the compensation herein provided, is prepared to perform the required services and fully and timely perform and discharge such obligations;

WHEREAS, this Agreement, together with the Project Development Agreement, dated as of August 1, 2010, by and between Lessor and International Bridge Corporation, as developer, constitutes the "Contract" as that term is defined in Chapter 58A of Title 5 of the Guam Code Annotated; and

WHEREAS, Lessee has agreed to make annual rental payments to Lessor, and Lessor has assigned these payments to the Trustee, as Trustee under the Trust Agreement, dated as of August 1, 2010 (the "Trust Agreement"), by and between Lessor and Trustee, pursuant to which the Trustee has executed and delivered the CaPFA Capital Corp. 2010A Certificates of Participation (Department of Education--John F. Kennedy High School Project), Series 2010A (the "Certificates") in order to finance the Facility;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; TERM

1.1 Definitions. All capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Lease Agreement.

1.2 Term of Agreement. The rights and duties of Maintenance Contractor under this Agreement shall commence upon the issuance by the Department of the certificate of occupancy with respect to the Facility, and shall end upon the expiration or termination of the Lease Agreement. The obligations of Lessor to make the payments and reimbursements set forth

herein begin when the rights and duties of Maintenance Contractor begin, but will survive the termination of the Lease Agreement, provided that no additional charges will accrue hereunder (other than interest and, if applicable, default and collection fees) after the termination of the Lease Agreement.

ARTICLE II

DELEGATION OF INSURANCE AND CAPITAL MAINTENANCE RESPONSIBILITIES

2.1 Delegation. Lessor hereby delegates to Maintenance Contractor its duties to provide for the capital maintenance and insurance of the Site and the Facility and the payment of taxes with respect thereto, pursuant to Articles VI, VII and VIII of the Lease Agreement to the extent herein provided. Lessee hereby consents to such delegation. In consideration of the payments and reimbursements herein provided, Maintenance Contractor hereby accepts such delegation.

2.2 Powers of Maintenance Contractor. Maintenance Contractor shall have all the powers necessary to carry out its duties and responsibilities under this Agreement, including but not limited to the following:

(a) To engage the services of contractors or other employees or agents and to pay to said persons a reasonable compensation therefor.

(b) To insure, repair, perform capital maintenance on, and otherwise deal in and with, real and personal property of every kind and character that was constructed or installed by Lessor, located on the Site or used in connection with the Facility in accordance with the Scope of Work in Exhibit A.

(c) To deal in and with the Facility including but not limited to buildings and other structures; classrooms; gymnasiums; tennis, volleyball and basketball courts; soccer, softball, baseball and football fields; playgrounds and other athletic facilities; cafeterias; offices; language laboratories; scientific laboratories, equipment and safety devices; conference rooms; roads, walkways, streets, and pedestrian paths; parks, open spaces, gardens, common areas and public areas; amphitheaters and other public entertainment areas; utility lines and systems; outdoor lighting systems; landscaping, including without limitation plants, trees, shrubs, and grass; and such improvements and equipment as may be appropriate for use in connection with Maintenance Contractor's duties under this Agreement.

(d) Subject to applicable law, to delegate by written agreement to one or more contractors any or all of Maintenance Contractor's powers, duties and responsibilities referred to in this Agreement, provided, that no such delegation shall relieve Maintenance Contractor of its duties and responsibilities hereunder.

(e) To pay all costs imposed by, associated with, or incurred as a result of federal or Guam laws, rules, or regulations, including without limitation taxes (if any), costs of studies, consultants' fees and costs, and performance costs.

(f) To do everything necessary, suitable, convenient, or desirable for the accomplishment of any of the purposes, the attainment of any of the objects, or the furtherance of any of the powers set forth in this Agreement, either alone or in connection with other corporations, firms, or individuals, and either as principal or agent, and to do every act or thing incidental or appurtenant to, or growing out of, or connected with any of the aforesaid objects, purposes, or powers.

2.3 Obligations of Maintenance Contractor. To fulfill the duties accepted by it pursuant to Section 2.1, Maintenance Contractor shall:

(a) from and after the issuance of an occupancy permit for the Facility, provide for the capital maintenance, repair, and replacement of the Facility as set forth in the Scope of Work attached hereto as Exhibit A;

(b) from and after the issuance of an occupancy permit for the Facility, obtain insurance for the Facility of the type and in the coverage amounts set forth in Section 7.01(b) of the Lease Agreement and Article IV;

(c) rebuild and repair the Facility following damage or destruction thereof or a permanent taking by the power of, or a power in the nature of, eminent domain or by an action or deed in lieu of condemnation, as set forth in Article IV; and

(d) prepare, adopt, amend and disseminate Budgets from time to time as set forth in Article III.

Maintenance Contractor shall not be obligated to provide routine maintenance, security services, custodial services, waste collection, or landscaping services to the Site.

2.4 Governmental Successor. Maintenance Contractor may, in its discretion, turn over any of its powers and duties hereunder to a governmental entity that is willing to accept and assume the same under the terms and conditions of this Agreement; provided that Maintenance Contractor shall provide Trustee with written notice of such successor.

ARTICLE III

MAINTENANCE CONTRACTOR'S COMPENSATION, BUDGETING AND REIMBURSEMENT

3.1 Maintenance Contractor's Compensation. Maintenance Contractor shall be entitled to reimbursement for all expenditures made hereunder and compensation for its services as set forth in the annual budget as defined in 3.2. Notwithstanding any other provision of this Agreement, such compensation shall include, and Lessor shall be obligated to pay Maintenance Contractor, reimbursement to Maintenance Contractor of all insurance premiums payable pursuant to Section 2.3(b) and all expenses incurred pursuant to Section 2.3(c). Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any obligation hereunder if it has not been paid compensation as provided for herein. Without limiting the generality of the foregoing, Maintenance Contractor shall have no obligation to make any payment described in Sections 2.3(b) or 2.3(c) if it is not assured of

reimbursement therefor. In any given lease year, Lessor will not be required to reimburse Maintenance Contractor for costs, including emergency expenditures as described in Section 3.5, if sufficient funds for such reimbursement are not available in either the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as the case may be. Lessor shall take actions as described in this Article III, to include any valid and unreimbursed costs of the Maintenance Contractor in the subsequent year's budget.

3.2 Preparation of Budget. For each Term, commencing with the Term beginning on December 2, 2012, Maintenance Contractor shall, not later than sixty (60) days prior to the beginning of the Fiscal Year in which such Term commences, prepare a Budget for such Term (including a reasonable allowance for contingencies) (the "Budget"). The Budget shall set forth a detailed estimate of all costs to be incurred with respect to this Agreement and a schedule of cash advances to be made by Maintenance Contractor. The Budget shall also provide for up to $389,500 in each year to be deposited to the Capital Replacement Reserve (the balance of which is not to exceed $1,947,000). In addition, the Budget shall provide for a $60,000 allotment in each year for unscheduled repairs, including, for example, repairs needed as a result of vandalism. The Budget for the Initial Term has been approved by Maintenance Contractor, Lessor and Lessee and is attached hereto as Exhibit C.

3.3 Approval of Budget. Maintenance Contractor shall submit the proposed Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved the Budget unless, within 30 days after the date the proposed Budget is submitted, Lessor or Lessee provides to Maintenance Contractor with a written list of specific items in the proposed Budget to which such party objects together with its reasons for objecting. If either such party objects for any reason, including inability to pay any required Additional Rental in the amount budgeted for the Fiscal Year, Maintenance Contractor shall prepare and submit to Lessor and Lessee a revised Budget within 15 days of receipt of the objection. If Lessor, Lessee and Maintenance Contractor are unable to agree on the Budget for any year, the dispute shall be resolved as set forth on Exhibit B. Lessee's approval of a Budget shall constitute agreement to pay Additional Rental from Available Funds in such additional amount as shall be sufficient, together with the originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) under the Trust Agreement to pay the amounts provided in such Budget; provided, however, that expenditures from the Capital Replacement Reserve shall be subject to Lessee approval (by written approval of the Superintendent of the Department of Education or another person designated in writing by the Superintendent). In the absence of an Event of Default under the Lease, Lessor's approval of Budgets shall be based solely on the sufficiency of amounts available under the Trust Agreement to pay the amounts provided in such Budget. When each annual Budget has been approved or deemed approved pursuant hereto, the Maintenance Contractor shall promptly submit a copy of the Budget to the Trustee.

3.4 Reduction of Services. If Lessor or Lessee objects to the proposed Budget because of an inability to pay for all budgeted services, Maintenance Contractor shall prepare a revised Budget in which total costs for the Fiscal Year do not exceed the $1,568,000 originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) or such larger amount as shall be approved by the Lessor and Lessee. Maintenance Contractor shall consult with Lessee

concerning which services, if any, to reduce or eliminate in the revised Budget. If this Section 3.4 is applicable due to an objection by Lessor or Lessee, Maintenance Contractor may provide in the revised Budget for the reduction or elimination of any of the services otherwise required to be provided by Maintenance Contractor under this Agreement. Maintenance Contractor shall submit a revised Budget to Lessor and Lessee within 10 days of the date Lessor or Lessee submits its objections to the proposed Budget. Unless Lessor or Lessee notifies Maintenance Contractor in writing that such party objects to the revised Budget within 10 days of the date the revised Budget is submitted, Lessor and Lessee each shall be deemed to have approved the revised Budget. If Lessor or Lessee objects to the revised Budget, then either Lessor or Lessee may terminate this Agreement with 30 days' written notice to the Maintenance Contractor and the Trustee. Any revised Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.5 Operation within Budget. Operations shall be conducted, expenses shall be incurred and assets shall be acquired only pursuant to approved Budgets, provided, however, that in case of emergency, Maintenance Contractor may take any reasonable action it deems necessary to protect life, limb or property, to protect the Project or to comply with law or government regulation the noncompliance with which would have a material adverse effect on the Project or the parties hereto. Maintenance Contractor shall promptly notify Lessor and Lessee in writing of any such emergency expenditure, and Maintenance Contractor shall be reimbursed for such emergency expenditure, but only from amounts available for such purpose in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable. If the moneys in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable, shall be insufficient to cover such emergency expenditure, Lessor shall request in writing that such amounts be paid to Lessor by Lessee from Available Funds as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement, and a copy of such request shall be provided to the Trustee. Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any service that is not set forth in the approved Budget.

3.6 Budget Overruns; Program Changes. Upon the occurrence of unexpected events, Maintenance Contractor may, but shall not be required to unless it is assured of reimbursement, make such reasonable expenditures in excess of the adopted Budget as are necessary to carry out its duties hereunder. Maintenance Contractor shall submit any proposed material departure from an adopted Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved such departure from the adopted Budget unless within 10 days either Lessor or Lessee objects to the proposed change in writing to Maintenance Contractor. Maintenance Contractor shall not exceed an adopted Budget by more than 10%, unless directly caused by an emergency expenditure or unless authorized by Lessor and Lessee. Budget overruns of 10% or less shall be paid, but only from amounts available for such purpose in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable. Any departure from the adopted Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.7 Books. Maintenance Contractor shall keep and maintain separate records and accounts of all expenditures. Lessor, Lessee and Trustee may examine such records during

normal business hours on reasonable notice. The Trustee shall have no duty to examine such records.

3.8 Right to Stop Performing Functions. Maintenance Contractor has the right to stop performing any of its obligations hereunder if Lessor fails to reimburse or pay Maintenance Contractor, or to cause Maintenance Contractor to be reimbursed or paid, in a timely fashion as provided in the approved Budget from resources made available under the Lease Agreement and the Trust Agreement. Maintenance Contractor may also cease, either temporarily or permanently, to perform its duties if Lessor or Lessee materially impairs Maintenance Contractor's ability to perform, or if such performance is impaired by government action, labor dispute, typhoon, earthquake, flood, or other natural disaster or other event of force majeure. Upon any such cessation of performance by Maintenance Contractor, Maintenance Contractor shall provide written notice to the Trustee, Lessor and Lessee.

3.9 Payment. At any time and from time to time, if amounts in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable, are insufficient to satisfy the obligations of Lessor to fully pay amounts owed to Maintenance Contractor hereunder, Lessor shall request that such amounts be paid to Lessor by Lessee as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement. Notwithstanding any other provision of this Agreement, the parties hereby acknowledge and agree that no obligation assumed by or imposed upon the Maintenance Contractor hereunder shall require the performance of any act by the Maintenance Contractor except to the extent, if any, that the cost and expense of such performance can be paid from the accounts held for such purpose under the Trust Agreement.

ARTICLE IV

INSURANCE

4.1 General. During the term of this Agreement Maintenance Contractor shall, at Lessor's sole cost and expense, arrange for, obtain and maintain in full force and effect policies of insurance set forth in and as required by Section 7.01(b) of the Lease Agreement. All premiums for such insurance shall be paid by Lessor to the respective insurance companies upon invoices submitted to the Lessor by the Maintenance Contractor, but only from amounts available for such purpose in the Insurance and Maintenance Fund at least 30 days in advance of the date they are due to the respective insurers. Maintenance Contractor shall give Lessor, Lessee and Trustee 30 days' written notice of any increase in any premium prior to the date Lessor must pay such premium. Lessee and Trustee (at the expense of Lessee) shall cooperate fully with Maintenance Contractor and provide such information and execute such documents as may be necessary or convenient in obtaining such insurance.

4.2 Deductibles and Co-Payments. In the event of the occurrence of any loss with respect to the Facility, the Sites or otherwise hereunder that is not fully insured, Lessor shall promptly, upon written demand by Maintenance Contractor to Lessor and Lessee with a copy to Trustee, pay or cause to be paid to Maintenance Contractor or any other proper payee any deductible or co-payment that is a prerequisite to the insurer's payment of the proceeds of the applicable insurance policy, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

4.3 Damage and Reconstruction. In the event any Facility insured hereunder is damaged by fire or other casualty, the proceeds payable under the insurance policies shall be payable as provided in the Lease and the Trust Agreement. The Net Proceeds of fire and extended coverage insurance shall be deposited as provided in Article X of the Lease. After consultation with the Maintenance Contractor and the Lessee, Lessor shall instruct Maintenance Contractor as to the nature of the repair, reconstruction or replacement, if any, of damaged property, and Maintenance Contractor shall provide a proposed Budget for the requested repair, reconstruction or replacement using the procedure described in Section 3.4, with a copy to the Trustee.

ARTICLE V

MISCELLANEOUS

5.1 Breach. In the event of breach or threatened breach of this Agreement, any party may invoke the dispute settlement procedures set forth in Exhibit B. Except as otherwise provided herein, no party shall be relieved from its responsibilities hereunder unless the dispute resolution procedures are followed to their conclusion.

5.2 Enforcement Fees. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Agreement, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

5.3 Limited Liability. Maintenance Contractor shall not be liable to any person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Lessor shall indemnify, defend, release and hold harmless Maintenance Contractor from any loss, liability, claim or expense in such connection, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

5.4 Amendment. This Agreement may only be amended, changed, modified, altered or terminated by an agreement in writing, signed by each of the Lessor, the Lessee, the Maintenance Contractor and the Trustee. The Trustee shall execute such agreement in writing only if there has been delivered to the Trustee an Opinion of Counsel addressed to the Trustee to the effect that such amendment, change, modification, alteration or termination (1) will not, in and of itself, materially adversely affect the interests of the Holders, and (2) is authorized or permitted by this Trust Agreement and the Lease.

5.5 Partial Invalidity. The invalidity or unenforceability of any term or provision of this Agreement by the application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

5.6 Entire Agreement. This Agreement supersedes any and all prior agreements or understandings between the parties with respect to the subject matter of this Agreement.

5.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Territory of Guam.

5.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Under the terms of the Lease, Lessor may assign this Agreement to Trustee on the Certificate Closing Date pursuant to that certain Assignment and Security Agreement, dated as of August 1, 2010, by and between Lessor and Trustee. Following such assignment, Lessor may not assign this Agreement without the prior written consent of Maintenance Contractor, which consent shall not be unreasonably withheld. Maintenance Contractor may not assign this Agreement except to an affiliate or with the prior written consent of Lessor and Lessee, which consent shall not be unreasonably withheld. Trustee may assign this Agreement to its successor or assign pursuant to the terms of the Trust Agreement. Lessor, Trustee and Maintenance Contractor shall provide the other parties hereto with written notice of any such assignment.

5.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Lessor, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSOR:

CAPFA CAPITAL CORP. 2010A

By: _____
John R. Ahern
President

IN WITNESS WHEREOF, the Lessee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSEE:

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM

By: NB Underwood

Nerissa B. Underwood, Ph.D.
Superintendent of Department of Education

APPROVED AS TO FORM
AND LEGALITY:

_____
Attorney General of Guam

By: _____
Michael W. Cruz
Acting Governor of Guam

(SEAL)

IN WITNESS WHEREOF, the Lessee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSEE:

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM

By: _____
Nerissa B. Underwood, Ph.D.
Superintendent of Department of Education

APPROVED AS TO FORM
AND LEGALITY:

_____
Attorney General of Guam

By: _____
Felix Perez Camacho
Governor of Guam

(SEAL)

IN WITNESS WHEREOF, the Maintenance Contractor, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

MAINTENANCE CONTRACTOR:

INTERNATIONAL BRIDGE CORPORATION

By: _____

Name: MIGUEL C. BORDALLO

Title: VICE PRESIDENT

IN WITNESS WHEREOF, the Trustee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION,
as trustee for the Certificates

By: _____
Authorized Officer

EXHIBIT A

to

Insurance and Maintenance Agreement
dated as of August 1, 2010
by and among
CaPFA Capital Corp. 2010A, Lessor,
Department of Education, Government of Guam, Lessee,
International Bridge Corporation, Maintenance Contractor
and
U.S. Bank National Association, Trustee

Work Scope

30 Year Maintenance Program Final as of Sep 2, 2010			Type	
	Typical School Facility Components for Maintenance	Frequency	Unscheduled	Capital
1	**Paving**			
1.1	Asphalt - repair/seal of cracks	As required (per budget)	x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required (per budget)	x	
2	**Structural**			
2.1	Structural Damage Assessments	Seismic events	x	
2.2	Foundation Repairs	As required	x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required	x	
2.4	Replacement of Structural Elements	As required	x	
2.5	Upgrading of Structural Elements	As required	x	
3	**Wall Systems**			
3.1	Doors including hardware	As required		x
3.2	Window Assemblies (including Aluminum Sash)	As required	x	x
3.3	Indoor Gym Bleachers that pull out from wall	n/a		
3.4	Restroom Partitions (attached to wall)	n/a		
4	**Floor Covering**			
4.1	Carpeting	Daily		
4.2	Resilient Tile Flooring	Daily / Weekly		
4.3	Sports Flooring	Daily / weekly		

30 Year Maintenance Program Final as of Sep 2, 2010			Type	
	Typical School Facility Components for Maintenance	Frequency	Unscheduled	Capital
5	**Painting**			
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces	As required / 5-years	x	x
5.2	Touch-up painting of walls	Monthly		
5.3	Exterior masonry, metal surfaces and trim	As required / 5-years	x	x
6	**Roofing**			
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required / 5-years	x	x
6.2	Flashings, Gutters, and Downspouts	As required (per budget)	x	
6.3	Ceiling Tiles	As required (per budget)	x	
7	**Electrical**			
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required (per budget)	x	
7.2	Panels and Boards	As required (per budget)	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		
7.4	Main Power Distribution System	As required (per budget)	x	
7.5	Interior and Exterior Power Distribution Systems	As required (per budget)	x	
7.6	Interior and Exterior Lighting Systems including Interior and Exterior Incandescent and Florescent Lighting and Fixtures	Monthly		
7.7	Equipment Connections	As required (per budget)	x	
7.8	Conduits, Conductors and Cables	As required (per budget)	x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		
8	**Plumbing**			
8.1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required (per budget)	x	
8.2	Underground Water Distribution Systems	As required (per budget)	x	
8.3	Sewer piping, manholes within boundaries	As required (per budget)	x	
8.4	Interior Water Supply	As required (per budget)	x	
8.5	Interior and Exterior Plumbing, Connections, Piping and Fixtures, including heaters	As required / Per Mfr	x	x
9	**Air Conditioning/Ventilation/Heating**			
9.1	Air Conditioning Systems			

30 Year Maintenance Program Final as of Sep 2, 2010			Type	
	Typical School Facility Components for Maintenance	Frequency	Unscheduled	Capital
9.1.1	1.a Central Systems	wk, mo, qrtr, 5-yr		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr		x
9.2	2. Ventilation Systems			
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	As required (per budget)	x	x
10	**Fire Protection System**			
10.1	Testing and Certifying of Fire Protection System	Annually		
10.2	Maintenance of Fire Protection Riser and System	As required (per budget)	x	
10.3	Maintenance of Fire Alarm System	see Section 7		
10.4	Recharge and Replacement of Fire Extinguishers	As requested (per budget)	x	
11	**Telecom and Internet**			
11.1	Security and Closed TV Circuits	As required (per budget)	x	
11.2	Telecommunication Conduits / wiring	As required (per budget)	x	
11.3	Public Address	As required (per budget)	x	
12	**Landscaping and Lawns - Equipment Only; Operation by others**			
12.1	Grass Cutting (Riding Mowers: 2 each; Bush-Cutters: 6 each)	Equipment only		x
12.2	Walkway edging (Edgers: 4 each)	Equipment only		x
12.3	Tree Trimming / Hedging (Chain saws: 2 each; Hedgers: 4 each)	Equipment only		x
13	**Custodial and Waste Collection**			
13.1	Garbage collection from classrooms, offices, restrooms and other building areas	Daily		
13.2	Site cleanup (hallways, walkways, parking lots, etc.)	Daily		
13.3	Waste removal by commercial hauler	2 x weekly		
13.4	Floor polishing / waxing / sealing	Quarterly		
13.5	Restroom cleaning (Sweeping, mopping, wipedown of surfaces)	Daily		
13.6	Restroom flushing and rinsing	Weekly		
13.7	Flushing exterior walkways / pressure washing	Bi-weekly / Quarterly		

EXHIBIT B

Procedures for Settling Disputes

TO THE EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CHAPTER 6 OF TITLE 5 OF THE GUAM CODE ANNOTATED, IN ANY CASE IN WHICH THERE IS A DISPUTE BETWEEN THE PARTIES HERETO WITH RESPECT TO MATTERS UNDER THIS AGREEMENT, THE PROCEDURE FOR RESOLUTION OF THAT DISPUTE SHALL BE AS FOLLOWS:

THE AGGRIEVED PARTY OR PARTIES SHALL NOTIFY THE OTHER PARTY OR PARTIES OF THE GRIEVANCE IN WRITING. WHEN SUCH A NOTICE IS RECEIVED BY A PARTY, SUCH PARTY SHALL PROMPTLY INVESTIGATE, INSPECT, MEET, DISCUSS OR TAKE SUCH OTHER ACTION AS IS REASONABLY APPROPRIATE UNDER THE CIRCUMSTANCES TO ATTEMPT TO RESOLVE THE DISPUTE IN GOOD FAITH. APPROPRIATE ACTION SHALL INCLUDE, WITHOUT LIMITATION, PROMPT COMMUNICATION WITH THE AGGRIEVED PARTY OR PARTIES AND A PROPOSED COURSE OF ACTION TO RESOLVE THE PROBLEM. IF THE PARTIES ARE UNABLE TO RESOLVE THE PROBLEM WITHIN A REASONABLE PERIOD (NOT TO EXCEED THIRTY (30) DAYS AFTER THE NOTICE OF THE DISPUTE), THE MATTER SHALL BE SUBMITTED TO BINDING ARBITRATION.

ANY DISPUTE SUBMITTED TO ARBITRATION SHALL BE SETTLED BY ARBITRATION AT A MUTUALLY CONVENIENT LOCATION IN THE CITY OF HAGÅTÑA, GUAM, DESIGNATED BY THE ARBITRATOR, BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED IN SUCH ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. WHEN RESOLVING A DISPUTE, THE ARBITRATOR SHALL APPLY THE PERTINENT PROVISIONS OF THIS AGREEMENT AND THE LAWS OF GUAM AND SHALL GIVE EFFECT TO STATUTES OF LIMITATIONS IN DETERMINING ANY CLAIM.

ANY ARBITRATOR DESIGNATED SHALL HAVE NOT LESS THAN TEN (10) YEARS EXPERIENCE IN LEGAL MATTERS PERTAINING TO THE INTERPRETATION AND IMPLEMENTATION OF THE LAWS OF GUAM RELATING TO COMMERCIAL REAL ESTATE TRANSACTIONS. DISCOVERY REQUESTS SHALL BE DETERMINED BY THE ARBITRATOR IN LIGHT OF THE PARTIES' DESIRE TO PROCEED INFORMALLY, AT MINIMAL EXPENSE.

ANY AND ALL FEES AND EXPENSES INCURRED BY THE PREVAILING PARTY IN THE ARBITRATION AS DETERMINED BY THE ARBITRATOR, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS, SHALL BE PAID BY THE NON-PREVAILING PARTY. THE PREVAILING PARTY SHALL BE DETERMINED BY THE ARBITRATOR, BASED UPON AN ASSESSMENT OF WHICH

PARTY'S MAJOR ARGUMENTS MADE OR POSITIONS TAKEN IN THE PROCEEDINGS COULD FAIRLY BE SAID TO HAVE PREVAILED OVER THE OTHER PARTY'S MAJOR ARGUMENTS OR POSITIONS ON MAJOR DISPUTED ISSUES IN THE ARBITRATOR'S DECISION. IF THE PARTY WHICH SHALL HAVE COMMENCED OR INSTITUTED THE ACTION, SUIT OR PROCEEDING SHALL DISMISS OR DISCONTINUE IT WITHOUT THE CONCURRENCE OF THE OTHER PARTY, SUCH OTHER PARTY SHALL BE DEEMED THE PREVAILING PARTY. AS USED IN THIS AGREEMENT, THE TERM "ATTORNEYS' FEES" INCLUDES, WITHOUT LIMITATION, ALL ATTORNEYS' AND PARALEGALS' FEES AND EXPENSES INCURRED IN CONNECTION WITH THE DISPUTE WHICH IS THE SUBJECT OF THE ARBITRATION PROCEEDING, INCLUDING, ATTEMPTING TO RESOLVE THE DISPUTE WITHOUT ARBITRATION, PREPARING FOR THE ARBITRATION, CONDUCTING THE ARBITRATION AND DEFENDING ANY REVIEW OF THE ARBITRATOR'S DECISION.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT ANY PARTY TO THIS AGREEMENT MAY INITIATE AND MAINTAIN AN ACTION FOR JUDICIAL RELIEF FOR THE PURPOSE OF SEEKING A PROVISIONAL OR ANCILLARY REMEDY OR CLEARING TITLE TO ANY PARCEL OF ANY NOTICE OF LIS PENDENS OR OTHER ENCUMBRANCE UPON TITLE.

NOTICE: BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO IS AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY GUAM LAW AND IS GIVING UP ANY RIGHTS SUCH PARTY MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT AND BY JURY TRIAL, AND ANY OTHER RIGHTS TO DISCOVERY AND APPEAL. IF AN PARTY REFUSES TO SUBMIT TO ARBITRATION, SUCH PARTY MAY, TO THE EXTENT PERMITTED BY LAW, BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE GUAM LAW.

End of Exhibit

EXHIBIT C

Budget for Initial Term of Lease

Management Fee	$	70,000
Insurance Premiums		161,000
Initial Maintenance Costs		20,000
TOTAL	$	251,000

d-2036

Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

Fwd: SSHS Billboard and Sandbox

Roy A.B. Quinata <roy.quinata@guam.gov> Thu, Nov 13, 2025 at 1:57 PM
To: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Joseph W Duenas <jduenas@ssfm.com>, Donna Herrero <donna.herrero@dpw.guam.gov>, Ho Eun <ho.eun@coretechintl.com>

Forwarded Conversation

Subject: Re: SSHS Billboard and Sandbox

From: **Krystal Paco-San Agustin** <krystal.paco@guam.gov>
Date: Thu, Nov 13, 2025 at 12:47 PM
To: Andrea Murer <andrea.murer@guam.gov>
Cc: Roy A.B. Quinata <roy.quinata@guam.gov>

Received. These are great.

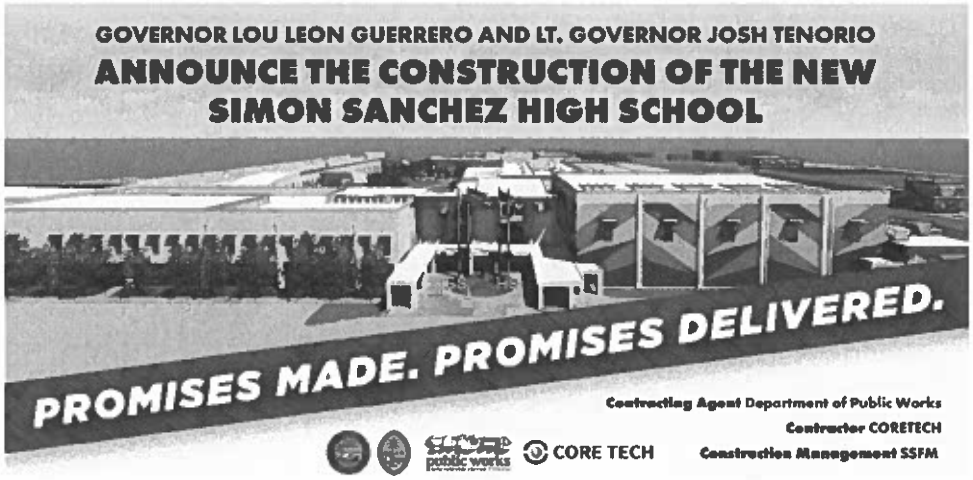
Please work on the requested invite for this event. Hoping to issue press release announcing the groundbreaking by Sunday.

Krystal Paco-San Agustin, MPA, CM
Director of Communications
Office of the Governor of Guam
Ricardo J. Bordallo Governor's Complex
Hagåtña, Guam 96910
Phone: 671.472.8931

On Thu, Nov 13, 2025 at 11:29 AM Andrea Murer <andrea.murer@guam.gov> wrote:

> Hi Krystal,
>
> Google Drive link for print files for SSHS Billboard and Sandbox.
>
> https://drive.google.com/drive/folders/1ZgTsOj_zdJcOM_iG2Ntkm_uXTTWJOIcA?usp=sharing
>
> Billboard - 16ft w x 8ft h
> Sandbox - 32ft w x 3ft h
>
> Sample not for print:

16ft w x 8ft h



32ft w x 3ft h

Thank you,
Dre

Andrea Murer
Graphic Designer | Communications Office
Ufisinan I Maga'hågan Guahan
Office of the Governor of Guam
Ricardo J. Bordallo Governor's Complex
Hagåtña, Guam 96910
Phone: 671.473.1135
Email: andrea.murer@guam.gov

From: **Roy A.B. Quinata** <roy.quinata@guam.gov>
Date: Thu, Nov 13, 2025 at 1:56 PM
To: Krystal Paco-San Agustin <krystal.paco@guam.gov>
Cc: Andrea Murer <andrea.murer@guam.gov>

Hafa Adai Krystal,

Got the print files now.

SYM - RQ

Gmail Donna Herrero <donna.herrero@dpw.guam.gov>

SSHS FINAL NOTICE OF INTENT TO AWARD

Donna Herrero <donna.herrero@dpw.guam.gov> Thu, Nov 13, 2025 at 4:34 PM
To: Joseph W Duenas <jduenas@ssfm.com>

Thank you

Donna Herrero,
Private Secretary
Department of Public Works
(671)647-5055

On Thu, Nov 13, 2025 at 3:09 PM Joseph W Duenas <jduenas@ssfm.com> wrote:

> Received. Thank you!
>
> Joseph W. Duenas, ENV SP | Pacific Area Manager
>
> SSFM International
>
> Innovate | Adapt | Sustain
>
> 215 Rojas Street, Suite 213 | Harmon, Guam 96913
> T 671.646.7736 | F 671.300.7738
> jduenas@ssfm.com | www.ssfm.com
>
> *"Do not go where the path may lead, go instead where there is no path and leave a trail."* – Ralph Waldo Emerson
>
> **From:** Donna Herrero <donna.herrero@dpw.guam.gov>
> **Sent:** Thursday, November 13, 2025 10:44 AM
> **To:** Joseph W Duenas <jduenas@ssfm.com>
> **Cc:** Vince Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; John F. Calanayan <john.calanayan@dpw.guam.gov>
> **Subject:** Re: SSHS FINAL NOTICE OF INTENT TO AWARD
>
> Email received from **EXTERNAL** sender. Confirm the content is safe prior to opening attachments or links.
>
> Good morning Mr. Duenas,

Please find the attached document with a response from Director Arriola,

Thank you,

Donna Herrero,

Private Secretary

Department of Public Works

(671)647-5055

On Wed, Nov 12, 2025 at 12:20 PM Joseph W Duenas <jduenas@ssfm.com> wrote:

> SSHS Team,
>
> Please see the latest update on the Simon Sanchez High School project below:
>
> 1. The Notice of Intent to Award (NOIA) was issued to CTI, with notifications to all other Proposers (GEFF and GPS) on October 27th.
> 2. All Proposers have acknowledged receipt of notification.
> 3. 14 days has passed since issuance of the NOIA.
>
> Based on our understanding of the project schedule, GEDA will now expedite the DRAFT P3 agreement.
>
> Sincerely,
>
> Joe
>
> Joseph W. Duenas, ENV SP | Pacific Area Manager
>
> SSFM International
>
> Innovate | Adapt | Sustain
>
> 215 Rojas Street, Suite 213 | Harmon, Guam 96913
> T 671.646.7736 | F 671.300.7738
> jduenas@ssfm.com | www.ssfm.com
>
> *"Do not go where the path may lead, go instead where there is no path and leave a trail."* – Ralph Waldo Emerson
>
> NOTICE: This communication and any attachments ("this message") may contain

confidential information for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on this message is strictly prohibited. If you have received this message in error, or you are not an authorized recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

October 27, 2025

Mr. Eun Ho, Chairman
Core Tech International
388 South Marine Corps Drive, Suite 400
Tamuning, Guam 96913

SUBJECT: **NOTICE OF INTENT TO AWARD**
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Buenas yan Hafa Adai! Following the evaluation of proposals and subsequent negotiations under the Request for Proposals for the New Simon Sanchez High School Project, the Department of Public Works (DPW), on behalf of the Government of Guam, hereby issues this Notice of Intent to Award to Core Tech International (CTI) as the Selected Developer.

You are requested to provide the following within fifteen (15) calendar days of receipt of this notice:

1. Construction Phase Insurance Coverage
2. Written clearance from the Department of Revenue and Taxation
3. Current Business License

You are further requested to provide the Executed Formal Contract and the Performance and Payment Bond within fifteen (15) calendar days of those documents being finalized.

This Notice of Intent to Award does not constitute a contract. The intended award remains expressly subject to:

- Final agreement on financing, insurance, and maintenance terms; and
- Execution of all final contract and financing documents related to the lease-leaseback and bond issuance.

Pursuant to 5 GCA §5425, any actual or prospective offeror or contractor who is aggrieved by this intended award may file a written protest in the timeline prescribed from the date of this notice. Should you require additional information, please contact John Calanayan at DPW Capital Improvement Projects and Contracts Administration Section at (671) 646-3189.

Sincerely,

VINCENT P. ARRIOLA
DIRECTOR

SSHS Team,

Please see the latest update on the Simon Sanchez High School project below:

1. The Notice of Intent to Award (NOIA) was issued to CTI, with notifications to all other Proposers (GEFF and GPS) on October 27th.
2. All Proposers have acknowledged receipt of notification.
3. 14 days has passed since issuance of the NOIA.

Based on our understanding of the project schedule, GEDA will now expedite the DRAFT P3 agreement.

Sincerely,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

13 NOV 2025

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 671.646.7736 | F 671.300.7738
jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

[Quoted text hidden]

251027 CTI Notice of Intent to Award signed.pdf
65K

Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

SSHS FINAL NOTICE OF INTENT TO AWARD

Joseph W Duenas <jduenas@ssfm.com> Wed, Nov 12, 2025 at 12:20 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, "Tina Garcia - GEDA (cgarcia@investguam.com)" <cgarcia@investguam.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>, Edward Birn <edward.birn@doa.guam.gov>, "K. Erik Swanson PhD" <keswanson@gdoe.net>, Carla Benita Masnayon <cdmasnayon@gdoe.net>, Carlos Bordallo <carlos.bordallo@investguam.com>, Tom Keeler <tkeeler@oagguam.org>, "jguthrie@oagguam.org" <jguthrie@oagguam.org>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

October 27, 2025

Mr. Eun Ho, Chairman
Core Tech International
388 South Marine Corps Drive, Suite 400
Tamuning, Guam 96913

SUBJECT: **NOTICE OF INTENT TO AWARD**
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Buenas yan Hafa Adai! Following the evaluation of proposals and subsequent negotiations under the Request for Proposals for the New Simon Sanchez High School Project, the Department of Public Works (DPW), on behalf of the Government of Guam, hereby issues this Notice of Intent to Award to Core Tech International (CTI) as the Selected Developer.

You are requested to provide the following within fifteen (15) calendar days of receipt of this notice:

1. Construction Phase Insurance Coverage
2. Written clearance from the Department of Revenue and Taxation
3. Current Business License

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Pursuant to 5 GCA §5425, any actual or prospective offeror or contractor who is aggrieved by this intended award may file a written protest in the timeline prescribed from the date of this notice. Should you require additional information, please contact John Calanayan at DPW Capital Improvement Projects and Contracts Administration Section at (671) 646-3189.

Sincerely,

VINCENT P. ARRIOLA
DIRECTOR

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

SSHS Weekly Status Report (November 03-07, 2025)

Alvin Bejosa <abejosa@ssfm.com> Thu, Nov 13, 2025 at 9:10 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "donna.herrero@dpw.guam.gov" <donna.herrero@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Dear Director Arriola and Deputy Director Ibanez,

I hope this message finds you well.

I've attached our Weekly Report, which details the progress we made last week as well as some key action items moving forward.

If you have any questions or need any further information, please feel free to reach out. I'm here to help!

Thank you for your continued support.

Best Regards,

Alvin Bejosa | Project Coordinator

SSFM International

Innovate | Adapt | Sustain

501 Sumner Street, Suite 620 | Honolulu, Hawaii 96817
T 808.531.1308 | D 808.913.0074
abejosa@ssfm.com | www.ssfm.com

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251110 DPW SSHS Weekly CSR 002.pdf
155K

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SSFM INTERNATIONAL, INC.
WEEKLY STATUS REPORT TO CLIENT
Report No: 002

Project Name:	**Construction of Simon Sanchez High School** **Project No.: 730-5-1058-L-YIG**
Name of Client:	**Guam Department of Public Works**
Date of This Report:	**November 03 – November 07, 2025**
Date of Last Report:	**November 03, 2025**
Prepared By:	**Glenn Leon Guerrero/Jerome Chaz**

PROJECT TEAM ACTIVITIES FOR THE WEEK	
Task(s) Completed This Week	**Monday, November 03, 2025** • Conducted Weekly SSFM Internal Meeting w/ Project Team for week's plan of action. • Followed up with John Calanayan on No Cost Change Order. • Reviewed Procurement Law on Notice of Intent to Award protest period, protest procedures and timeline should a protest be filed. • Tabulated Submittals Register for review materials • Continued to review on quality control and procedure • Prepare for site visit to take existing condition photo. • Research to develop CM Quality Assurance Plan. • Compiled Weekly CSR 01.
	Tuesday, November 04, 2025 • Coordinated SSHS site visit to identify utility locations around the roadway • Met with Glenn and Joe on NOIA 14 days, Meeting with the BBMR Director, DPW Director's desire for groundbreaking, and next steps. • Collaborated with DPW Director on groundbreaking meeting at his office at 2:30pm. • Prepared agenda for Weekly DPW Director Meeting. • Updated SSHS Next Steps Process Flow Chart for meeting with DPW Director today.

PROJECT TEAM ACTIVITIES FOR THE WEEK	
	• Participated in groundbreaking meeting with DPW Director and SSFM at DPW Director's Office. • Conducted internal SSFM meeting to debrief on tomorrow's site visit with DPW Director and upcoming groundbreaking. After action meeting with staff to coordinate walkthrough with the DPW Director November 4 at 8:30am. • Drafted groundbreaking ceremony site plans for the building, demolition, and setup. • Prepared a draft of the consolidated photo report findings. • Prepared for site visit on November 5 to take existing site condition assessment of school interior. • Researched and developed CM Quality Assurance Plan.
	Wednesday, November 05, 2025 • SSFM CM Team met with the DPW Director on-site to discussed groundbreaking ceremony planning and coordination. • Continued the inspection of the existing site conditions inside the campus, noted some utility markers and took photos of the existing buildings. • Continued preparing the photos report format and discussed with the team. • Sent out Weekly CSR 01 Week Ending (WE) 10/31/2025 • Collaborated with DPW Director and Governor's Special Assistant Roy Quinata on groundbreaking and signage design. • Conducted phone call with Governor's Special Assistant Roy Quinata to go over groundbreaking ceremony and organizing committee for next week. • Participated in meeting with TRMA on Demolition plans, permits, and design. • Conducted SSFM Internal Meeting on Demolition Permit and groundbreaking action items. • Coordinated meeting with Eun Ho CTI and SSFM to go over groundbreaking and demolition permit. • Sent update to DPW Director on meetings scheduled. • Drafted layout on groundbreaking ceremony as per discussion on site.

PROJECT TEAM ACTIVITIES FOR THE WEEK	
	• Researched and developed CM Quality Assurance Plan. • Reviewed initial permit documents and coordination records from TRMA.
	Thursday, November 06, 2025 • Conducted SSFM SSHS Internal Meeting to go over today's meeting objectives with CTI. • Collaborated with DPG on drone purchase for project. • Reviewed CM Field Report App from DPG send to CM team. • Prepared agenda and handouts for meeting with CTI. • Participated in meeting with CTI on groundbreaking ceremony logistics and DPW Director's expectations.
	Friday, November 07, 2025 • Conducted SSFM Internal Meeting to debrief and plan action items from the November 6 Meeting with CTI. • Coordinated SSHS Groundbreaking Committee Meeting with DPW, GDOE, and Government for next week. • Collaborated with DPG on project drone order. • Drafted agenda and reviewed attachments for next week's SSHS Groundbreaking Committee Meeting with DPW for next week. • Drafted SSHS Existing Site Condition Report.
Task(s) Scheduled for Next Week	1. Monitor and provide recommendation to DPW on the groundbreaking and media coverage. 2. Groundbreaking Committee Coordination Meeting 01. 3. Coordinate with GDOE for a CM Site Visit to document site conditions prior to construction. Conducted Site Visit and Inspection. 4. Work on Site Visit Report. 5. Begin developing the Construction Management Quality Assurance Plan. 6. Review and monitor email from DPW regarding General Pacific Services Sunshine Act Request for Documents.

IMMEDIATE ACTION ITEMS	
CLIENT Action Items	• Requested status and feedback on SSFM Invoice 08 and 09. • Follow up and provide update on the SSHS No Cost Change Order. Submitted on May 09, 2025, to the AG's Office for approval. • Finalize Sign board for Groundbreaking Ceremony.
SSFM Action Items	• Submit October 2025 CSR and Invoice 10 to Guam DPW.

UPCOMING DEADLINES / Tentative Schedules (One month look-ahead)	
Description of Work Item	**Expected Timeline/Deadline**
End of 14 Day Period after Notice of Intent to Award	November 10, 2025
Begin drafting of GEDA P3 contracts.	November 12, 2025
Finalize Finance, Insurance, and Maintenance	Pending
Government Review of DRAFT P3 Contracts	Pending
Final Draft of P3 Contract from GEDA	Pending
Route the Final P3 Contracts for Signature	Pending

PENDING ITEMS and ISSUES	
1.	GEDA is waiting for the 14-day period after issuance of Notice of Intent to Award period lapse prior to drafting the P3 Contract. The Notice of Intent to Award was sent on October 27, 2025, and the anticipated date to issue the Draft P3 Contract from GEDA is November 11, 2025.
2.	Anticipated groundbreaking and media event scheduled for November 26, 2025.

MISCELLANEOUS COMMENTS	
1.	None.

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

Fwd: SSHS Core Tech Demolition Permit Application

Linda Ibanez <linda.ibanez@dpw.guam.gov> Fri, Nov 14, 2025 at 10:14 AM
To: Benny San Nicolas <benny.sannicolas@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>

Please expedite thanks

---------- Forwarded message ---------
From: **Jerome Chaz** <jchaz@ssfm.com>
Date: Fri, Nov 14, 2025 at 10:13 AM
Subject: SSHS Core Tech Demolition Permit Application
To: Joseph W Duenas <jduenas@ssfm.com>, Jong Won <jong.won@coretechintl.com>, younghoon.kim@coretechintl.com <younghoon.kim@coretechintl.com>
CC: Ed Hipolito <ehipolito@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, linda.ibanez@dpw.guam.gov <linda.ibanez@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Jong,

Thank you for your patience while we coordinate the demolition permits with DPW.

It was confirmed in our meeting yesterday that Core Tech will submit the permit application to Linda Ibanez by today. She will work with Benny San Nicolas at the DPW Building Permits to process the applications.

Thanks,

Jerome

Jerome Chaz, PE | Civil Engineer

SSFM International

215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 671.646.7736 | F 671.300.7738
jchaz@ssfm.com | www.ssfm.com

From: Joseph W Duenas <jduenas@ssfm.com>
Sent: Wednesday, November 12, 2025 11:57 AM

To: Jong Won <jong.won@coretechintl.com>; Jerome Chaz <jchaz@ssfm.com>
Cc: Ed Hipolito <ehipolito@ssfm.com>; Glenn Leon Guerrero <gguerrero@ssfm.com>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: RE: SSHS Meeting with CTI and SSFM

Hi Jong- Thank you for your email follow up on the item below. This will be discussed in tomorrow's 11am meeting with the DPW and the government, at Adelup. CTI (Mr. Ho) has been sent an invitation.

Hi Jerome- Please include this on tomorrow's agenda for discussion and ensure it is discussed.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 671.646.7736 | F 671.300.7738
jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

From: Jong Won <jong.won@coretechintl.com>
Sent: Tuesday, November 11, 2025 7:43 PM
To: Joseph W Duenas <jduenas@ssfm.com>; Ed Hipolito <ehipolito@ssfm.com>
Subject: RE: SSHS Meeting with CTI and SSFM

Email received from **EXTERNAL** sender. Confirm the content is safe prior to opening attachments or links.

Hi Joe and Ed, following up on this, do you think we can obtain either a Pre-NTP or an endorsement letter allowing us to apply for the demolition permit before the formal contract is executed?

Best Regards,

Jong Won

CORE TECH INTERNATIONAL

388 S. Marine Corps Drive Suite 400, Tamuning, Guam
96913

www.coretechintl.com |Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671) 486-5123 | Email: jong.won@coretechintl.com

From: Jong Won
Sent: Friday, November 7, 2025 4:02 PM
To: 'Joseph W Duenas' <jduenas@ssfm.com>; Ho Eun <ho.eun@coretechintl.com>; cp@coretechintl.com; Jacky Sanchez <jacky.sanchez@coretechintl.com>; 'Ed Hipolito' <ehipolito@ssfm.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: RE: SSHS Meeting with CTI and SSFM

Hi Joe and Ed,

As discussed yesterday, CTI is ready to apply for the demolition permit, which includes hazardous material abatement but excludes any subsurface structures. However, since CTI does not yet have a formal contract in place, the DPW One-Stop office will not accept the permit application. For your reference, please see attached the signed demolition plans.

Could you please provide either a pre-Notice to Proceed (NTP) authorizing limited demolition, clearing, grubbing, grading, and stockpiling, or an endorsement letter signed by DPW leadership to ensure the permit application is not rejected?

Please let me know if you have any questions or concerns.

I will also share a high-level construction schedule presenting our approach to the multiple building permit applications and design submittals.

Best Regards,

Jong Won

CORE TECH INTERNATIONAL

388 S. Marine Corps Drive Suite 400, Tamuning, Guam
96913

www.coretechintl.com |Tel: (671)473-5000 | Fax: (671)473-
5500

Cell.: (671) 486-5123 | Email: jong.won@coretechintl.com

From: Joseph W Duenas <jduenas@ssfm.com>
Sent: Wednesday, November 5, 2025 4:18 PM
To: Ho Eun <ho.eun@coretechintl.com>; cp@coretechintl.com; Jacky Sanchez <jacky.sanchez@coretechintl.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: RE: SSHS Meeting with CTI and SSFM

Hi Mr. Ho,

There will be four of us.

Thank you!

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 671.646.7736 | F 671.300.7738
jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

From: Ho Eun <ho.eun@coretechintl.com>
Sent: Wednesday, November 5, 2025 4:17 PM
To: Joseph W Duenas <jduenas@ssfm.com>; cp@coretechintl.com; Jacky Sanchez <jacky.sanchez@coretechintl.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: RE: SSHS Meeting with CTI and SSFM

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Thank you, Joe. Please let me know how many members will join the meeting so we can select the right size for the meeting room.

Best,

Ho

From: Joseph W Duenas <jduenas@ssfm.com>
Sent: Wednesday, November 5, 2025 4:08 PM
To: Ho Eun <ho.eun@coretechintl.com>; cp@coretechintl.com; Jacky Sanchez <jacky.sanchez@coretechintl.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: RE: SSHS Meeting with CTI and SSFM

Hi Mr. Ho,

Thank you for your prompt response. SSFM will be at your office tomorrow (Thursday) at 3:30pm.

We look forward to seeing you!

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

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T 671.646.7736 | F 671.300.7738
jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

From: Ho Eun <ho.eun@coretechintl.com>
Sent: Wednesday, November 5, 2025 3:47 PM
To: Joseph W Duenas <jduenas@ssfm.com>; cp@coretechintl.com; Jacky Sanchez <jacky.sanchez@coretechintl.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: RE: SSHS Meeting with CTI and SSFM

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Hi Joe,

Thank you for your initiative. We will be available at the CTI office at 3:30 pm on Thursday or Friday.

Best regards,

Ho

From: Joseph W Duenas <jduenas@ssfm.com>
Sent: Wednesday, November 5, 2025 3:36 PM
To: Ho Eun <ho.eun@coretechintl.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: SSHS Meeting with CTI and SSFM

HI Mr. Ho,

SSFM met with Director Arriola at the project site today to go over the groundbreaking ceremony tentatively scheduled for November 26th.

Would it be possible for our CM Team to meet with your CTI POC/ Team tomorrow (Thursday) afternoon or anytime Friday at CTI's office to discuss:

1. Groundbreaking Ceremony coordination
2. Initial discussions on fast tracking the future demolition permit

We believe the meeting would be helpful before meeting with the government committee next week.

We look forward to your response!

Thank you!

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 671.646.7736 | F 671.300.7738
jduenas@ssfm.com | www.ssfm.com

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Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

Fwd: Final Billboard and Sand Box for PRINT

Roy A.B. Quinata <roy.quinata@guam.gov> Fri, Nov 14, 2025 at 10:24 AM
To: Vince Arriola <vince.arriola@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Ho Eun <ho.eun@coretechintl.com>

---------- Forwarded message ---------
From: **Roy A.B. Quinata** <roy.quinata@guam.gov>
Date: Fri, Nov 14, 2025 at 1:58 AM
Subject: Final Billboard and Sand Box for PRINT
To: Joseph W Duenas <jduenas@ssfm.com>, Thuy Nguyen <tnguyen@ssfm.com>

Hafa Adai Team

Please see the attached files for your review and approval.

Let me know if we need any further changes.

SYM-RQ

Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

SSHS Groundbreaking Ceremony Meeting Action Items

Thuy Nguyen <tnguyen@ssfm.com> Fri, Nov 14, 2025 at 10:46 AM
To: Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Roy A.B. Quinata" <roy.quinata@guam.gov>, Ho Eun <ho.eun@coretechintl.com>, "jacky.sanchez@coretechintl.com" <jacky.sanchez@coretechintl.com>, "krystal.paco@guam.gov" <krystal.paco@guam.gov>, "mason.obispo@guam.gov" <mason.obispo@guam.gov>, Carla Benita Masnayon <cdmasnayon@gdoe.net>
Cc: Lester Carlson <lester.carlson@bbmr.guam.gov>, "Dr. Kenneth E. Swanson (Superintendent)" <keswanson@gdoe.net>, Vince Arriola <vince.arriola@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, "racanos@gdoe.net" <racanos@gdoe.net>, Younghoon Kim <younghoon.kim@coretechintl.com>, "angelene.rios@investguam.com" <angelene.rios@investguam.com>

Hello all,

Please review the action items from November 13, 2025 - SSHS Groundbreaking Ceremony Meeting. Please edit if needed.

Thank you,

Thuy Nguyen | Program Technician

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 808.531.1308 | D 808.913.0346

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SSFM International

SSHS GROUNDBREAKING CORDINATION MEETING 01
AGENDA
Thursday, November 13, 2025, 11:00 AM

I. CALL TO ORDER -

Meeting was called to order at 11:03 AM by Jon Calvo, Governor's Chief of Staff.

II. INTRODUCTIONS

A. Roles and Responsibility

Those in attendance gave a quick introduction. See sign in sheet.

III. NEW BUSINESS

A. Ceremony- Tentative November 24, 2025; 11am
   a. Event Timeline/Program (See handout)
   b. Event Participants- Confirm (See handout)
B. Wall Demolition- Logistics & Concerns
C. Groundbreaking Layout
   a. Billboard Sign Design- Finalize Design/ Order
D. Groundbreaking Logistics and Responsibility (See handout)

IV. ACTION ITEMS

CTI	1. Send Clearing and Grubbing Permit to Linda Ibanez (DPW) by Nov 14 – work with Benny San Nicolas (DPW Building Permits.
	2. Provide an 8'x 16'event signage board for the event.
	3. Provide safety support and direction of parking for VIPs – day of event.
	4. Provide light refreshments for 300 people, 500 water bottles.
	5. Provide sandbox, shovel and PPE for 25 people, get list from Roy Quinata (Governor's Office)
	6. Provide/ setup canopy, chairs, tables, and porta potty.
	7. Prepare and cut wall for demolition.
	8. Provide site safety and security protocol for the demolition site.
DPW- Linda Ibanez DPW Deputy Director	1. Approval of permits for clearing and grubbing. DPW will put name for the clearing permit.
	2. Approval of permits for fire and demolition for the wall.
	3. Confirm and finalize the "wow factor" with Alter X Ego – coordinate with CTI.
	4. Coordinate any required bussing (if available) for SSHS students.

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Governor's Office – Roy Quinata	1. Send the finalized signboard to CTI by Nov. 14
	2. Coordinate to finalize the number of participants (students, teachers, faculty) attending with SSHS Principal. Provide information to Groundbreaking Committee for proper planning.
	3. Provide generator to support sound system and event needs.
	4. Provide sound tech person for sound operation.
	5. Provide estimate of guests in attendance by Nov 20.
	6. Provide list of people (25) who will shovel for sandbox by Nov 21.
	7. Prepare VIP Parking Tickets/Decal
	8. Finalize event program.
Protocol Office	1. Provide the participant list of VIPs and dignitaries.
SSHS	1. Confirm number of students, faculty participating (i.e., JROTC Color Guard, Choir, SGA) – Roy Quinata will coordinate with SSHS Principal.
	2. Bus/ Transportation – communicate with Roy Quinata and DPW for support.
SSFM	1. Send out Action Items.
	2. Assist with CTI Permits from DPW.
Communication Office – Krystal Paco	1. Coordinate press releases and media.
	2. Coordinate emcee.

V. OPEN DISCUSSION

None.

VI. NEXT MEETING

None, communicate via email.

VII. ADJOURN –

Meeting was adjourned at 11:45 AM by Jon Calvo, Governor's Chief of Staff.

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School
Purpose: Groundbreaking Coordination Meeting 01
Date: Thursday, November 13th, 2025 **Time:** 11:00 AM
Location: Governor's Office (Adelup), Conference Room

	Organization	Name	Email Address	Initials
	BBMR	Lester Carlson	lester.carlson@bbmr.com	
	DOA	Edward Birn	edward.birn@doa.guam.gov	
	DPW	Benny San Nicolas	benny.sannicolas@dpw.guam.gov	
	DPW	John Calanayan	john.calanayan@dpw.guam.gov	
	DPW	Linda Ibanez	linda.ibanez@dpw.guam.gov	
	DPW	Vince Arriola	vince.arriola@dpw.guam.gov	
	CTI	Ho Eun	ho.eun@coretechintl.com	
	CTI	Alon Elamparo	alone.elamparo@coretechintl.com	
	CTI	Jong Won	jong.won@coretechintl.com	
	CTI	Jacky Sanchez	jacky.sanchez@coretechintl.com	
	SSHS	Carla Masnayon	cdmasnayon@gdoe.net	
	GDOE	Erik Swanson, PhD	keswanson@gdoe.net	
	GEDA	Carlos Bordallo	carlos.bordallo@investguam.com	
	GEDA	John San Nicolas	jsannicolas@investguam.com	
	GEDA	Tina Garcia	cgarcia@investguam.com	
	GEDA	Angelene Rios	angelene.rios@investguam.com	
	GEDA	Terry Brooks	tmb@guamlaw.net	
	Gov's Office	Roy Quinata	roy.quinata@guam.gov	
	SSFM	Ed Hipolito	ehipolito@ssfm.com	
	SSFM	Gerard Bautista	gbautista@ssfm.com	
	SSFM	Glenn Leon Guerrero	gguerrero@ssfm.com	
	SSFM	Jerome Chaz	jchaz@ssfm.com	
	SSFM	Joseph Duenas	jduenas@ssfm.com	
	SSFM	Thuy Nguyen	tnguyen@ssfm.com	
	CTI	YOUNG KIM	younghoon.kim@coretechintl.com	
	~~CTI~~	~~HO EU~~		
	SSHS	RON CANOS	racanos@gdoe.net / [redacted]	
	Gov Office	hospital.pmo-[illegible]	hospital.pmo@guam.gov	
	Gov Office	mason Obispo	mason.Obispo@guam.gov	

Also in attendance, Gov Office - Jon Calvo.

Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

Fwd: Final Billboard and Sand Box for PRINT

Jacky Sanchez <jacky.sanchez@coretechintl.com>
To: Ho Eun <ho.eun@coretechintl.com>, "Roy A.B. Quinata" <roy.quinata@guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Chit Bathan <chit.bathan@coretechintl.com>

Hafa Adai Senator Roy,

I would like to kindly request a copy of the file for printing. I managed to get in touch with Mr. Jessie Rosario from Graphic Center. He was out the entire morning, but he mentioned tha

Thank you for your attention to this matter.

Best Regards,

Jacky D. Sanchez

CORE TECH INTERNATIONAL

388 S. Marine Corps Drive Suite 400, Tamuning, Guam 96913

www.coretechintl.com |Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671) 486-3004 | Email: jacky.sanchez@coretechintl.com

From: Ho Eun <ho.eun@coretechintl.com>
Sent: Friday, November 14, 2025 10:53 AM
To: Roy A.B. Quinata <roy.quinata@guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>; Donna Herrero <donna.herrero@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Chit Bathan <chit.bathan@c
Subject: RE: Final Billboard and Sand Box for PRINT

Thank you for your design. I am good to go.

Sincerely,

Ho

From: Roy A.B. Quinata <roy.quinata@guam.gov>
Sent: Friday, November 14, 2025 10:41 AM
To: Ho Eun <ho.eun@coretechintl.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>; Donna Herrero <donna.herrero@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Chit Bathan <chit.bathan@c
Subject: Re: Final Billboard and Sand Box for PRINT

Good Morning Mr. Ho,

Thank you for your response. Once I receive your approval for printing, I will promptly forward the high-resolution files to the owner of Graphic Center (Jessie Rosario). He is prepared to exec

On Fri, Nov 14, 2025 at 8:38 AM Ho Eun <ho.eun@coretechintl.com> wrote:

> Hi Senator,
>
> Thank you so much for your prompt reply. Could you please confirm if you have already forwarded this with high resolution to the Graphic Center?
>
> Best
>
> Ho

671 486 5000

From: Roy A.B. Quinata <roy.quinata@guam.gov>
Sent: Friday, November 14, 2025 10:25 AM
To: Vince Arriola <vince.arriola@dpw.guam.gov>; Donna Herrero <donna.herrero@dpw.guam.gov>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Ho Eun <ho.eun@coretec
Subject: Fwd: Final Billboard and Sand Box for PRINT

---------- Forwarded message ---------
From: **Roy A.B. Quinata** <roy.quinata@guam.gov>
Date: Fri, Nov 14, 2025 at 1:58 AM
Subject: Final Billboard and Sand Box for PRINT
To: Joseph W Duenas <jduenas@ssfm.com>, Thuy Nguyen <tnguyen@ssfm.com>

Hafa Adai Team

Please see the attached files for your review and approval.

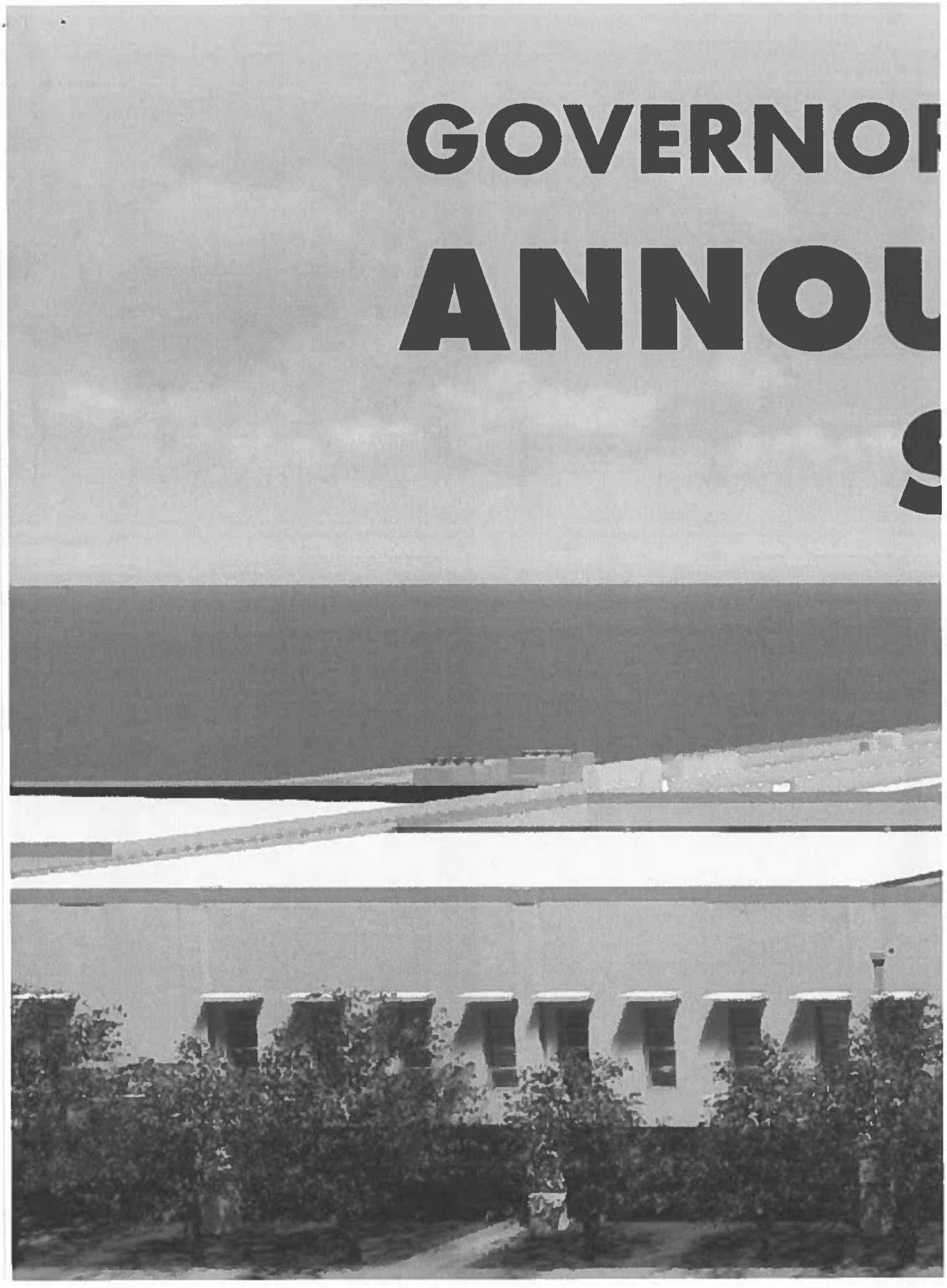
Let me know if we need any further changes.

SYM-RQ

GOVERNOR

ANNOU

S



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Simon Sanchez High School

Yigo Campus

Demolition and Groundbreaking Ceremony Agenda

Time	Activity	Participants
3:00 PM	Seating of dignitaries and guests (30 min buffer) Event should commence at 3:30PM	Emcee (Shanice Poe)
3:30 PM	National Anthem, Fanohge Chamorro, and School Song Performance	JROTC Color Guard, Students Choir, and SGA
3:40 PM	Address by the Governor of Guam	Governor of Guam
3:50 PM	Address by the Lieutenant Governor	Lieutenant Governor
4:00 PM	Address by the Superintendent of DOE	Superintendent
4:03 PM	Address by the Director of Public Works	Director of Public Works
4:10 PM	Address by Mr. Ho (Contractor)	CORETECH
4:15 PM	Address by Simon Sanchez Family Representative	Namesake Representative
4:30 PM	Demolition Orders	Governor and Lieutenant Governor
4:45 PM	Shovel Turning (sandbox)	Principal Carla Masnyon

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

Revised Limited Project Scope Agreement for SSHS

Ho Eun <ho.eun@coretechintl.com> Fri, Nov 14, 2025 at 10:58 AM
To: Lester Carlson <lester.carlson@bbmr.guam.gov>, Jeffrey Moots <jeffrey.moots@guam.gov>, Leslie Travis <leslie.travis@guam.gov>, Jon Junior M Calvo <jon.calvo@guam.gov>, Edward <edward.birn@doa.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "vince.arriola@dpw.guam.gov" <vince.arriola@dpw.guam.gov>, Christina Garcia <cgarcia@investguam.com>, Carla Masnayon <cdmasnayon@gdoe.net>, "K. Erik Swanson PhD" <keswanson@gdoe.net>
Cc: Chit Bathan <chit.bathan@coretechintl.com>, Phobby Villanueva <phobby.villanueva@coretechintl.com>, Younghoon Kim <younghoon.kim@coretechintl.com>, Jacky Sanchez <jacky.sanchez@coretechintl.com>

Thank you for the revision. I've attached my signature for your convenience. If you need the original signature, please let me know so we can deliver it to the address you specify.

Best,

Ho

[Quoted text hidden]

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Limited_Project_Scope_Agreement R2 (LESTER'S EDITS) 11 14 2025.pdf
241K

Limited Project Scope Agreement

Simon Sanchez High School Redevelopment – FY25-26 Initial Phase
Total Appropriated Value: $16,377,125

THIS AGREEMENT is made and entered into as of [Date], by and between:

- Guam Department of Education (GDOE)
- Core Tech International ("Developer")

Recitals

WHEREAS the parties desire to commence the initial phase of the Simon Sanchez High School (SSHS) redevelopment project, strictly limited to the $16,377,125 appropriated in the Government of Guam's Fiscal Year 2026 Budget, P.L. 38-60, Chapter 1(8), and consistent with P.L. 37-122;

WHEREAS, the parties agree that this initial phase shall include design for permit set, mobilization for demolition, demolition of the entire existing SSHS facility and clearing work, as detailed in the attached Schedule of Values ("SOV");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Scope Of Work

Design for Permit Set:
- Engage professional consultants to prepare architectural, engineering, and permitting documents.
- Submit all necessary documents for building permit approval and coordinate with regulatory agencies.

Mobilization for Demolition:
- Mobilize equipment and personnel for site access and safety.

- Provide temporary utilities, field offices, barricades, fencing, and security.
- Conduct a groundbreaking ceremony and project identification.

Demolition and Clearing:
- Perform complete demolition of the existing SSHS with selective demolition of water/sewer piping, chain link fences, gates, structures, footings, and foundations.
- Conduct asbestos abatement and lead-based paint remediation.
- Execute clearing and grubbing, topsoil stripping, fine grading, excavation, erosion and sedimentation controls, chemical termite control, and aggregate base course preparation.

Budget Allocation

The total value for this initial scope is $16,377,125, allocated as follows (see attached SOV for details):

- General Conditions: $9,117,163

- Civil (Demolition & Clearing): $5,202,597

- Other Related Costs: $2,057,365

Deliverables

- Permit-ready design documents

- Demolished, cleared and prepared site, ready for subsequent construction phases

- Compliance with all regulatory and safety requirements

Schedule

All work described herein shall be completed within the Fiscal Year 2026 budget period, in accordance with the attached Schedule of Values.

Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Limited Project Scope Agreement as of the date first written above.

Guam Department of Education
Signature: _____
Name:
Title:
Date:

Core Tech (Developer)
Signature: _____
Name: Ho S. Eun
Title: Chairman
Date: Nov 14, 2025

Bureau of Budget and Management Research

Signature: _____

Name:

Title:

Date:

Certified funds available $16,377,125

Douglass Moylan

Attorney General of Guam

Signature: _____

Date:

Governor of Guam

Signature: _____

Lourdes A. Leon Guerrero

Governor of Guam

Date:

Attachment:
- Schedule of Values for SSHS FY25-26 Initial Phase (New SSHS_SOV_1st Year_111225_r1.xls.pdf)

New SSHS Schedule of Value for 1st Year

Item No.	Description	Qty	Unit	Labor	Material	Subcontract	Equipment	Other	Total
01-General Condition									
0001									
01-11-31.00	Professional Consultants	1	LS		8,660	7,489,864		51,963	$ 7,550,487.00
01-31-00.00	Project Management	1	LS	178,398				491	$ 178,889.00
01-31-13.10	Groundbreaking Ceremony	1	LS					8,500	$ 8,500.00
01-41-26.50	Building Permit Fees	1	LS					652,608	$ 652,608.00
01-51-12.00	Temporary Utilities	1	LS	1,769	42,526			21,074	$ 65,369.00
01-52-13.00	Field Offices And Sheds	1	LS	81,897	110,765	17,321	4,612	124,393	$ 338,988.00
01-54-36.00	Equipment Mobilization	1	LS				61,432		$ 61,432.00
01-56-23.00	Temporary Barricades	1	LS	12,788	22,864		4,388		$ 40,040.00
01-56-26.00	Temporary Fencing	1	LS	11,829	42,399		3,222		$ 57,450.00
01-56-32.00	Temporary Security	1	LS	161,265					$ 161,265.00
01-58-00.00	Project Identification	1	LS	287	1,848				$ 2,135.00
	0001 Sub Total			**$ 448,233.00**	**$ 229,062.00**	**$ 7,507,185.00**	**$ 73,654.00**	**$ 859,029.00**	**$ 9,117,163.00**
	01-General Condition			***$ 448,233.00***	***$ 229,062.00***	***$ 7,507,185.00***	***$ 73,654.00***	***$ 859,029.00***	***$ 9,117,163.00***
06-Civil									
0001									
02-41-13.38	Selective demolition, water & sewer piping & fittings	1	LS	25,365			$ 310,344		$ 335,709.00
02-41-13.62	Selective demolition, chain link fences & gates, fence fabric & accessories	1	LS	615			$ 1,680		$ 2,295.00
02-41-16.13	Structure Demolition	1	LS			1,017,715			$ 1,017,715.00
02-41-16.17	Building Demolition Footings and Foundations	1	LS			222,374			$ 222,374.00
02-82-13.00	Asbestos Abatement	1	LS			207,379			$ 207,379.00
02-83-19.00	Lead-Based Paint Remediation	1	LS			271,893			$ 271,893.00
	0001 Sub Total			**$ 25,980.00**	**$ -**	**$ 1,719,361.00**	**$ 312,024.00**	**$ -**	**$ 2,057,365.00**
0002									
31-14-13.23	Clearing & Grubbing, Topsoil stripping,	1	LS	16,140			49,620		$ 65,760.00
31-22-16.00	Fine Grading	1	LS	29,819			27,684		$ 57,503.00
31-23-16.16	Structural Excavation	1	LS	99,473			400,978		$ 500,451.00
31-23-16.14	Excavating, Utility Trench	1	LS	301,955			785,759		$ 1,087,714.00
31-23-16.42	Excavating, Bulk Bank Measure	1	LS	15,989			77,555		$ 93,544.00
31-23-23.00	Backfill	1	LS	74,333	77,646		149,070	36	$ 301,085.00
31-23-23.15	Borrow , Loading And/Or Spreading	1	LS	368,325	239,170		228,506		$ 836,001.00
31-23-23.20	Hauling	1	LS	22,959			190,228	275,724	$ 488,911.00
31-23-23.23	Compaction	1	LS	265,515			369,529		$ 635,044.00
31-25-00.00	Erosion And Sedimentation Controls	1	LS	1,918	408				$ 2,326.00
31-31-16.13	Chemical Termite Control	1	LS			166,714			$ 166,714.00
32-11-23.00	Grade-Crushed Aggregate Base Course	1	LS	60,570	799,214		107760		$ 967,544.00
	0002 Sub Total			**$ 1,256,996.00**	**$ 1,116,438.00**	**$ 166,714.00**	**$ 2,386,689.00**	**$ 275,760.00**	**$ 5,202,597.00**
	06-Civil			***$ 1,256,996.00***	***$ 1,116,438.00***	***$ 166,714.00***	***$ 2,386,689.00***	***$ 275,760.00***	***$ 5,202,597.00***
	Grand Total			$ 1,731,209	$ 1,345,500	$ 9,393,260	$ 2,772,367	$ 1,134,789	$ 16,377,125

Limited Project Scope Agreement

Simon Sanchez High School Redevelopment – FY25-26 Initial Phase
Total Appropriated Value: $16,377,125

THIS AGREEMENT is made and entered into as of [Date], by and between:

- Guam Department of Education (GDOE)
- Core Tech International ("Developer")

Recitals

WHEREAS the parties desire to commence the initial phase of the Simon Sanchez High School (SSHS) redevelopment project, strictly limited to the $16,377,125 appropriated in the Government of Guam's Fiscal Year 2026 Budget, P.L. 38-60, Chapter 1(8), and consistent with P.L. 37-22;

WHEREAS, the parties agree that this initial phase shall include design for permit set, mobilization for demolition, demolition of the entire existing SSHS facility and clearing work, as detailed in the attached Schedule of Values ("SOV");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Scope Of Work

Design for Permit Set:
- Engage professional consultants to prepare architectural, engineering, and permitting documents.
- Submit all necessary documents for building permit approval and coordinate with regulatory agencies.

Mobilization for Demolition:
- Mobilize equipment and personnel for site access and safety.

- Provide temporary utilities, field offices, barricades, fencing, and security.
- Conduct a groundbreaking ceremony and project identification.

Demolition and Clearing:
- Perform complete demolition of the existing SSHS with selective demolition of water/sewer piping, chain link fences, gates, structures, footings, and foundations.
- Conduct asbestos abatement and lead-based paint remediation.
- Execute clearing and grubbing, topsoil stripping, fine grading, excavation, erosion and sedimentation controls, chemical termite control, and aggregate base course preparation.

Budget Allocation

The total value for this initial scope is $16,377,125, allocated as follows (see attached SOV for details):

- General Conditions: $9,117,163
- Civil (Demolition & Clearing): $5,202,597
- Other Related Costs: $2,057,365

Deliverables

- Permit-ready design documents
- Demolished, cleared and prepared site, ready for subsequent construction phases
- Compliance with all regulatory and safety requirements

Schedule

All work described herein shall be completed within the Fiscal Year 2026 budget period, in accordance with the attached Schedule of Values.

Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Limited Project Scope Agreement as of the date first written above.

GUAM DEPARTMENT OF EDUCATION

Signature:_____

Name: K. Erik Swanson, Ph.D.
Title: Superintendent
Date: November 17, 2025

CORE TECH (DEVELOPER)

Signature: _____
Name: Ho S. Eun
Title: Chairman
Date: Nov 14, 2025

BUREAU OF BUDGET AND MANAGEMENT RESEARCH

Signature:_____

Name: Lester L. Carlson, Jr.
Title: Director
Date: November 17, 2025

CERTIFIED FUNDS AVAILABLE:
Account No.: 629001-100-26-0682093
Amount: $16,377,125

APPROVED AS TO FORM:
OFFICE OF THE ATTORNEY
GENERAL OF GUAM

By:_____
DOUGLAS B. MOYLAN
Attorney General of Guam

Date:

OFFICE OF THE GOVERNOR
OF GUAM

By:_____
LOURDES A. LEON GUERRERO
Honorable Governor of Guam

Date:

Attachments:
- Schedule of Values for SSHS FY25-26 Initial Phase (New SSHS_SOV_1st Year_111225_r1.xls.pdf)
- GFMIS Printout (Simon Sanchez Construction Leaseback Payment General Fund Appropriation)

New SSHS Schedule of Value for 1st Year

Item No.	Description	Qty	Unit	Labor	Material	Subcontract	Equipment	Other	Total
01-General Condition									
0001									
01-11-31.00	Prof essional Consultants	1	LS		8,660	7,489,864		51,963	$ 7,550,487.00
01-31-00.00	Project Management	1	LS	178,398				491	$ 178,889.00
01-31-13.10	Groundbreaking Ceremony	1	LS					8,500	$ 8,500.00
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01-51-12.00	Temporary Utilities	1	LS	1,769	42,526			21,074	$ 65,369.00
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01-58-00.00	Project Identification	1	LS	287	1,848				$ 2,135.00
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	01-General Condition			***$ 448,233.00***	***$ 229,062.00***	***$ 7,507,185.00***	***$ 73,654.00***	***$ 859,029.00***	***$ 9,117,163.00***
06-Civil									
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02-41-13.38	Selective demolition, w ater & sew er piping & fittings	1	LS	25,365			$ 310,344		$ 335,709.00
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02-41-16.13	Structure Demolition	1	LS			1,017,715			$ 1,017,715.00
02-41-16.17	Building Demolition Footings and Foundations	1	LS			222,374			$ 222,374.00
02-82-13.00	Asbestos Abatement	1	LS			207,379			$ 207,379.00
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	0001 Sub Total			**$ 25,980.00**	**$ -**	**$ 1,719,361.00**	**$ 312,024.00**	**$ -**	**$ 2,057,365.00**
0002									
31-14-13.23	Clearing & Grubbing, Topsoil stripping,	1	LS	16,140			49,620		$ 65,760.00
31-22-16.00	Fine Grading	1	LS	29,819			27,684		$ 57,503.00
31-23-16.16	Structural Excavation	1	LS	99,473			400,978		$ 500,451.00
31-23-16.14	Excavating, Utility Trench	1	LS	301,955			785,759		$ 1,087,714.00
31-23-16.42	Excavating, Bulk Bank Measure	1	LS	15,989			77,555		$ 93,544.00
31-23-23.00	Backfill	1	LS	74,333	77,646		149,070	36	$ 301,085.00
31-23-23.15	Borrow , Loading And/Or Spreading	1	LS	368,325	239,170		228,506		$ 836,001.00
31-23-23.20	Hauling	1	LS	22,959			190,228	275,724	$ 488,911.00
31-23-23.23	Compaction	1	LS	265,515			369,529		$ 635,044.00
31-25-00.00	Erosion And Sedimentation Controls	1	LS	1,918	408				$ 2,326.00
31-31-16.13	Chemical Termite Control	1	LS			166,714			$ 166,714.00
32-11-23.00	Grade-Crushed Aggregate Base Course	1	LS	60,570	799,214		107760		$ 967,544.00
	0002 Sub Total			**$ 1,256,996.00**	**$ 1,116,438.00**	**$ 166,714.00**	**$ 2,386,689.00**	**$ 275,760.00**	**$ 5,202,597.00**
	06-Civil			***$ 1,256,996.00***	***$ 1,116,438.00***	***$ 166,714.00***	***$ 2,386,689.00***	***$ 275,760.00***	***$ 5,202,597.00***
	Grand Total			$ 1,731,209	$ 1,345,500	$ 9,393,260	$ 2,772,367	$ 1,134,789	$ 16,377,125

Budget Statistics > Analytics

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STEP NAME ▼ ⚙ YEAR ▼ ⚙ ORIGIN YEAR ▼ ⚙ FUND DISPLAY NAME ▼ ⚙

	1	2	3	4	5	6	7	8	9	10	11	12	13
1	ORGANIZATION ▼ ⚙												
2	ACCOUNT DISPLAY NAME ⚙	Appropriated $	Allotted YTD $	Pre-Encumbrances $	Encumbrances $	Total Encumbrances $	Actual Expenditures YTD $	Budget Funds Available $	Reserved $	Unallotted $			
3	06 - Department of Administration - Division	16,377,125.00	16,377,125.00	0.00	0.00	0.00	0.00	16,377,125.00	0.00	0.00			
4	0682 - GDOE (C/O DOA) - Job Number	16,377,125.00	16,377,125.00	0.00	0.00	0.00	0.00	16,377,125.00	0.00	0.00			
5	▾ 0682093 - GDOE Simon Sanchez Construction Lease Back Payment	16,377,125.00	16,377,125.00	0.00	0.00	0.00	0.00	16,377,125.00	0.00	0.00			
6	6290001 - MISCELLANEOUS	16,377,125.00	16,377,125.00	0.00	0.00	0.00	0.00	16,377,125.00	0.00	0.00			
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NEWS: From Promise to Progress: New Simon Sanchez High School to Break Ground

Krystal Paco-San Agustin <krystal.paco@guam.gov> Sun, Nov 16, 2025 at 11:45 AM
Bcc: vince.arriola@dpw.guam.gov

FOR IMMEDIATE RELEASE – November 16, 2025

From Promise to Progress: New Simon Sanchez High School to Break Ground

Hagåtña, Guam — Governor Lou Leon Guerrero and Lt. Governor Josh Tenorio invite the community to join them for a significant milestone in the future of public education in northern Guam. On Monday, November 24, 2025, at 11 a.m., the Leon Guerrero-Tenorio Administration will host the official demolition and groundbreaking ceremony for the new Sharks campus at the main campus in Yigo.

This event marks a major step forward in delivering a modern and fully equipped school for the students and educators of Simon Sanchez High School. After a thorough and transparent evaluation conducted under Public Law 37-22 and the MA KÅHAT Act, the government is now moving into the next phase of this long-awaited project, which has been awarded to Core Tech International Corporation.

"This has been a long time coming, and I am proud that our administration is the one making real, tangible progress for the Sharks community. The students of Simon Sanchez deserve a campus that reflects their spirit, talent, and potential. This groundbreaking is our promise turning into action," said Governor Leon Guerrero.

Lt. Governor Josh Tenorio added, "So many students, alumni, and their families have waited for this day, and it is rewarding to see this project finally moving from talk to transformation. Our administration was determined to do this important initiative right, and we are honored to share this moment with the community. This new Simon Sanchez campus represents opportunity, dignity, and the future our students deserve."

The new Simon Sanchez High School was designed with the needs and dreams of the Sharks community in mind. The project begins with the full demolition of the existing campus to make way for a facility built for today's learners and tomorrow's possibilities.

The new campus will feature 87 classrooms across A Wing, B Wing, and C Wing, creating more space for instruction, collaboration, and hands-on learning. A new administration building and main entrance will welcome students each morning, and a network of covered walkways and a central courtyard will unite the campus, fostering a sense of place and pride. Students will enjoy a full-sized gymnasium that supports athletics and school events, a spacious cafeteria designed for daily use and student gatherings, a dedicated JROTC classroom that supports leadership development, and a new auditorium that will elevate school performances, ceremonies, and the arts.

The project also invests heavily in campuswide improvements, including site development, athletic facilities, and open spaces that support wellness and recreation. New civil, electrical, telecom, and mechanical systems will strengthen safety and reliability. Updated access roads and expanded parking areas will also enhance the campus's accessibility for students, families, and staff.

Once completed, the new Simon Sanchez High School will accommodate up to 2,000 students, giving the Sharks family a campus built for growth, community, and the future of education in northern Guam.

###

Krystal Paco-San Agustin, MPA, CM
Director of Communications
Office of the Governor of Guam
Ricardo J. Bordallo Governor's Complex
Hagåtña, Guam 96910
Phone: 671.472.8931

2 attachments

SSHS GROUNDBREAKING.jpg
359K

NEWS_ From Promise to Progress_ New Simon Sanchez High School to Break Ground.pdf
404K

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

Simon Sanchez High School P3 Agreement

Thuy Nguyen <tnguyen@ssfm.com> Mon, Nov 17, 2025 at 8:31 AM
To: Lester Carlson <lester.carlson@bbmr.guam.gov>, Tina Garcia <cgarcia@investguam.com>
Cc: "jwang@orrick.com" <jwang@orrick.com>, "crankin@orrick.com" <crankin@orrick.com>, "Edward.Birn@doa.guam.gov" <Edward.Birn@doa.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, "Dr. Kenneth E. Swanson (Superintendent)" <keswanson@gdoe.net>, Carla Benita Masnayon <cdmasnayon@gdoe.net>, Cedric Cruz <Ccruz@traguam.com>, "tmb@guamlaw.net" <tmb@guamlaw.net>, "tkeeler@oagguam.org" <tkeeler@oagguam.org>, "jguthrie@oagguam.org" <jguthrie@oagguam.org>, Donna Herrero <donna.herrero@dpw.guam.gov>

Hello Mr. Carlson,

Sending on behalf of Glenn, please see attached documents for the

1. Draft Insurance and Maintenance Agreement
2. Draft Project Development Agreement

Best regards,

Thuy Nguyen | Program Technician

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 808.531.1308 | D 808.913.0346

[Quoted text hidden]

2 attachments

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105K

251007 SSHS Insurance and Maintenance Agreement DRAFT.docx
113K

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT is made as of the ~~first day~~(Insert Day) of ~~August 1, 2010,~~(Insert Date), by and between CORE TECH INTERNATIONAL ~~BRIDGE CORPORATION, an Ohio~~CORP. (CTI), a Guam corporation ("~~Developer~~Contractor"), and ~~CAP FA CAPITAL CORP. 2010A, a Florida not-for-profit corporation~~GOVERNMENT OF GUAM ("Owner").

~~WITNESS ETH:~~

WITNESSETH:

WHEREAS, ~~Owner~~Contractor ("Ground Lessee") and Owner, the Government of Guam, ~~through the Department of Education, Government of Guam ("Lessee"),~~("Ground Lessor") have entered ~~into~~ a Ground Lease ~~Agreement~~(the "Ground Lease") dated as of ~~August 1, 2010, (the "Lease");~~

~~WHEREAS, pursuant to the Ground Lease (the "Ground Lease") dated as of August 1, 2010~~(insert date) between the Government of Guam and ~~Owner, Owner~~Contractor, is ~~grnund~~ground-leasing one site (the "Site") from the Government of Guam; and, pursuant to the Lease, ~~Owner~~Contractor is obligated to design, construct, and install on the Site a high school (the "Facility" or the "Project"), and to lease to Lessee the Site, the Facility and certain equipment to be located on the Site (the work scope and project description being more particularly described in Exhibit A attached hereto);

WHEREAS, Owner desires to engage ~~Developer~~Contractor to design, construct and install such Facility and ~~Developer~~Contractor is willing to accept such engagement pursuant to the terms set forth herein and to provide design-build and demolition services ~~itself or cause such services to be provided through an entity in which Developer holds an ownership interest ("Project LLC"), through a separate agreement between Project LLC and Owner (the "Design-Build Agreement");~~ ; and

WHEREAS, Contractor ("Lessor") and the Government of Guam, through the Guam Department of Education ("Lessee"), have entered into a Lease Back Agreement dated as of _____, (the "Lease");

WHEREAS, this Agreement, together with the Ground Lease, the Lease, and the Insurance and Maintenance Agreement, dated as of ~~August 1, 2010,~~_____, by and between ~~Lessor~~Owner and Core Tech International ~~Bridge Corporation,~~Corp., as maintenance contractor, constitutes the "Contract" as that term is defined in Chapter ~~58A~~58D of Title 5 of the Guam Code Annotated;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other valuable consideration, Owner hereby engages ~~Developer~~Contractor as developer for the Project, and ~~Developer~~Contractor hereby accepts such engagement, subject to and in accordance with the following:

ARTICLE I

DEFINITIONS

Section 1.1. *Definitions.* Capitalized words and terms used in this Agreement that are defined in the Lease shall have the meanings given them in the Lease. In addition to the words and ~~tennsterms~~ defined elsewhere, herein, the following words and terms shall have the meanings set forth below.

~~"Acquisition Price" means the total amount to be paid to Developer for the design and construction of the Project, exclusive of construction monitoring and initial development fees, which amount shall equal $45,200,000, and shall be payable in accordance with Section 2.3 and Exhibit B attached hereto and hereby incorporated herein by reference.~~

~~"~~"*Actual Costs*~~"~~" means the Costs of the Project actually and necessarily incurred by ~~Developer~~Contractor.

~~"~~"*Agreement*~~"~~" means this Project Development Agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

~~"~~"*Certificate Documents*~~"~~" means the Financing Documents, as defined in the Trust Agreement, and each of the other documents executed in connection with the closing of the Certificates.

~~"~~"*Certificate Financing*~~"~~" means the financing for the Project, which consists of the execution and delivery of the Certificates pursuant to the Trust Agreement.

"Certificates" means the ~~CaPFA Capital Corp. 2010A~~Core Tech International Corporation Certificates of Participation (Department of Education ~~John F. Kennedy~~ Simon Sanchez High School Project), Series ~~2010A.~~(insert series number)

~~"~~"*Completion Date*~~"~~" means that certain completion date set forth in Section 5.01(e) of the Lease, or such later date as may be agreed to by Owner and ~~Developer~~Contractor and pursuant to the provisions of Section 5.02 of the Lease.

"Contractor" means the ~~Developer~~entity, and~~, if applicable, Project LLC and~~ the subcontractors and suppliers of ~~either Developer or Project LLC~~Contractor, who furnish construction services to the Project.

"Costs of the Project" means the costs necessarily incurred in the design and construction of the Project, as more fully described in Section 2.7.

~~"~~"*Department*~~"~~" means Guam Department of Public Works.

~~"Design-Build Agreement" means the Design-Build Agreement, dated August 24, 2010, between Owner and Project LLC, for services in connection with the design and construction of the~~

~~"~~*Facility*~~, including demolition of an existing building.~~

~~"Developer" means International Bridge Corporation, an Ohio corporation.~~

"Facility" has the meaning set forth in the preambles.

"*Final Completion*" means the final completion of the demolition, acquisition, construction, rehabilitation and installation of the Project, including all punch list items, in accordance with Section 2.3 of this Agreement and Section 3.03 of the Trust Agreement.

"*Final Plans*" means the 100% complete and final plans, technical specifications and estimates for the Project, including design analysis and computation sheets, a schedule, and a maintenance and custodial plan, as prepared by or under the direction of the Project Architect, subject to change orders as contemplated herein.

"*Lessee*" means the Department of Education, Government of Guam.

"Owner" means CaPFA Capital Corp. 2010A.

"Program Materials" means the materials attached hereto as Exhibit AGovernment of Guam.

"*Program*" means the design and construction wWork set forth in the *Request For Proposal for the New Simon Sanchez High School FDDBLM* issued March 28, 2025 including all Attachments and Addenda thereto, and as further defined by the Government's Conditional Acceptance of CTI's Proposal dated September 22, 2025.

"*Project*" has the meaning set forth in the preambles and means the Site, and the Facility, including all buildings to be constructed thereon and all other improvements, tenements and appurtenances thereunto belonging or in any wise appertaining.

"*Project Architect*" means _____.Contractor's Architect.

"*Project Cost Breakdown*" means the Cost Breakdown attached hereto as Exhibit B.

"Project LLC' means IBC Benham LLC, the limited liability company in which Developer has an ownership interest, formed to provide to Owner the design-build and demolition services for the Project.

"Site" has the meaning set forth in the preambles.

"Sop"Soft Costs" means the reasonable and customary architectural and engineering fees, development fees, construction management fees, program management fees, FF&E coordination fees, legal fees, insurance premiums, construction completion bond and labor and material bond premiums for the Project and Developer'sContractor's reasonable and customary out-of-pocket expenses resulting from construction of the Project, and similar costs and expenses, which are necessary or appropriate in the development and construction of a school building or project similar to the Project, but excluding all hard construction costs.

"Substantial Completion" means that the Project has been "substantially completed" as evidenced by the Department issuing to the Developer, the Owner and the Lessee a certificate of occupancy with respect to the Project.

"*Trust Agreement*" means that certain Trust Agreement, dated as of August 1, 2010, (insert date), between CaPFA Capital Corp. 2010A Core Tech International Corporation and the Trustee relating to the Certificate Financing.

"Trustee" means U.S. Bank National Association, (insert Trustee name), as Trustee under the Trust Agreement.

"*Work*" means and comprises the completed design, demolition, acquisition, construction, rehabilitation and installation required by this Agreement and includes all labor, materials and Soft Costs necessary to produce the Project in accordance with the Lease and the Program Materials, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE II
DESIGN AND CONSTRUCTION OF PROJECT

Section 2.1. *Design and Development*. Developer, Contractor shall proceed with the design, demolition, design, acquisition, construction, rehabilitation, and installation of the Project, all in accordance with the Final Plans and the Program Materials, so that Substantial Completion occurs on or priorno later than seven hundred thirty (730) consecutive calendar days from the date of the Notice to the Completion DateProceed ("Contract Duration"), and Final Completion occurs on or before the date that isno later than sixty (60) days afterthereafter. The Design Phase shall be completed within the first ninety (90) calendar days following the Completion Date. DeveloperNotice to Proceed.

Contractor agrees to furnish or cause to be furnished all necessary labor, materials, equipment, and supplies to be furnished in such quantities, and cause its Contractors to work their forcesschedule and perform the Work in such hoursa manner, as will be necessary to complete the design, demolition, acquisition, construction, rehabilitation and installation of the Project as agreed to herein. Developermeet the required milestones within the Contract Duration.

Contractor hereby subordinates all of Developer'sits title, interest, and rights in the Project, including without limitation any mechanics' andor materialmen's lien rights, without limitation, to the interests of the Trustee under the Certificate Documents. Without limiting the generality of the foregoing, DeveloperContractor shall be responsible for all Costs of the Project, provided that Contractor is paid as provided herein.foregoing, Contractor shall be responsible for all of the Costs of the Project, provided DeveloperContractor is paid as provided herein.

Section 2.2. Developer's*Contractor's* Duties.

(a) DeveloperContractor covenants with Owner to furnish its best skill, judgment and efficient business administration and to use its best efforts to cause the Project Architect and its Contractors at all times to provide an adequate supply of workers and materials to be furnished; and to perform the Work in accordance with industry standards of care and consistent with the interests of DeveloperContractor and Owner.

(b) ~~Developer~~Contractor will pay or cause to be paid, all sales, use, gross receipts and similar taxes that are related to the Work provided by ~~Developer~~Contractor, that have been legally enacted at the time of execution of this Agreement and for which ~~Developer~~Contractor is liable.

(c) ~~Developer~~Contractor shall at all times cause the Site to be kept free from the accumulation of waste material or rubbish caused by the operations of its Contractors, including green waste from clearing of vegetation on sites and debris from demolition of buildings and construction. At the completion of the Work and prior to Substantial Completion, ~~Developer~~Contractor shall cause the removal of all waste material and rubbish from and around the Project, as well as all tools, construction equipment, machinery and surplus material, and shall recycle or reuse waste material whenever practicable.

(d) ~~Developer~~Contractor will give or cause to be given all notices and comply with all laws and ordinances legally enacted and in effect which govern the proper execution of the Work.

(e) ~~Developer~~Contractor shall take or cause its ~~Contractors~~subcontractors to take necessary precautions for the safety of their respective employees performing the Work, and shall comply and cause compliance by any Contractors with all applicable provisions of federal, Guam and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the Project. ~~Developer~~Contractor shall erect Materials or cause to be erected and properly maintain or cause to be maintained, at all times, as required by the conditions and progress of Work, necessary safeguards for the protection of workers and the public.

(f) ~~Developer~~Contractor shall pay or cause to be paid all royalties and license fees for materials, methods and systems incorporated in the Work. ~~Developer~~Contractor shall defend or cause to be defended all suits or claims for infringement of any patent rights and shall hold Owner harmless from loss on account thereof.

(g) ~~Developer~~Contractor warrants to Owner that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and that all Work will be of good quality, free from improper workmanship and defective materials and in substantial conformity with the ~~Final Plans and the~~ Program ~~Materials. Developer~~. Contractor agrees to correct all Work performed by it under this Agreement that proves to be defective in material and workmanship within a period of one year from the date of Final Completion.

(h) ~~Developer~~Contractor shall secure or cause to be secured required certificates of inspection, testing or approval and deliver them or cause them to be delivered to Owner.

(i) ~~Developer~~Contractor shall collect or cause to be collected all written warranties and equipment manuals and deliver them to Owner, who shall, in ~~turn~~turn, provide copies to Lessee.

(j) ~~Developer~~Contractor shall cause the Project Architect to complete the Final Plans, all in a manner consistent with and meeting the requirements of the Program ~~Materials~~.

(k) Without limiting any of the specific obligations of ~~Developer~~Contractor set forth herein, ~~Developer~~Contractor agrees to perform on behalf of Owner all obligations of Owner under the Certificate Documents and any other documents relating to the Certificate Financing regarding the design, demolition, acquisition, construction, rehabilitation and installation of the Project, including, but not limited to, the compliance with all obligations of Owner under the Certificate Documents for obtaining disbursements thereunder, and with all indemnification agreements of Owner related to the design, demolition, acquisition, construction, rehabilitation and installation of the Project set forth in the Certificate Documents or other documents relating to the Certificate Financing.

(l) Should a typhoon warning be issued, ~~Developer~~Contractor shall secure or cause to be secured the site and take or cause to be taken every practicable precaution to minimize damage and/or danger to the Work, to persons and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and equipment from exposed locations and removing or securing scaffolding and all other temporary work.

(m) Without limiting any of the specific obligations of ~~Developer~~Contractor set forth herein, ~~Developer~~Contractor agrees to perform on behalf of Owner all obligations of Owner under the Lease regarding the design, demolition, acquisition, construction, rehabilitation and installation of the Project, including, but not limited to, the compliance with all indemnification agreements of Owner related to the design, demolition, acquisition, construction, rehabilitation and installation of the Project set forth in the Lease.

Section 2.3. *Completion; Payment to* ~~Developer. Upon completion of the monthly progress of the work described in Exhibit A, Developer~~*Contractor*: Contractor shall complete the Work on or before (insert date). Contractor shall be entitled to payment for the ~~performance of the Work in the respective amounts shown in Exhibit B on a monthly basis upon~~

~~submission of draw requests as set forth below, which amounts shall be equal in the aggregate to the Acquisition Price. The payment for the last phase~~performance of the Work ~~to be completed shall be payable upon Final Completion of the Project and shall be in an amount equal to the remaining unpaid portion of the Acquisition Price~~in compliance with the Makahat Act. Final Completion shall be evidenced by the issuance by the Project Architect and the Department, in its capacity as Lessee's construction monitor, of a written certificate of final completion and the satisfaction of all requirements under the Certificate Documents and the Lease for final completion of the Project, the final disbursement of funds for the Project, and the final payment of all retainage amounts to the Contractors.

Without limiting the foregoing, Final Completion of the Project shall not be considered to have occurred until ~~Developer~~Contractor shall have delivered to Owner and to Lessee copies of all warranties and operating instructions for installed components of the Facility, a complete operations manual for the Facility and a complete set of as-built drawings of the Facility, to include all shop drawings and change orders.

Owner and ~~Developer~~Contractor hereby acknowledge that payment of the Acquisition Price to ~~Developer~~Contractor is to be made from proceeds of the Certificate Financing in the following manner:

(a) In connection with any requested payment of a portion of the Acquisition Price, ~~Developer~~Contractor shall deliver to Owner (i) a request for disbursement in form reasonably acceptable to Owner and containing a certification by ~~Developer~~Contractor as to the portion of the Project completed, in sufficient detail in order to allow Owner to verify the sufficiency and adequacy of all costs and expenses incurred, (ii) customary lien waivers and releases from all Contractors, suppliers, mechanics and others for whom payment is being requested, and (iii) such other materials as are required under the Certificate Documents or by any parties thereunder to obtain a release in favor of Owner of proceeds of the Certificates in the amount set forth in such disbursement request (any such request and other materials being referred to herein as a "Disbursement Request").

(b) Within five (5) days after Owner's receipt of a complete Disbursement Request satisfactory to Owner, Owner shall submit (or shall direct ~~Developer~~Contractor to submit) a corresponding request for disbursement under the Trust Agreement. Owner shall diligently seek to obtain such disbursement under the Trust Agreement, and shall instruct Trustee to make such disbursement directly to ~~Developer~~Contractor or other party entitled to payment as reflected on such Disbursement Request.

(c) ~~Developer~~Contractor acknowledges and agrees that all amounts to be disbursed pursuant to Disbursement Request submitted by ~~Developer~~Contractor to Owner shall be used to pay for (i) amounts due to Contractors in connection with work performed on or with respect to the Project and (ii) other costs and expenses incurred by ~~Developer~~Contractor in performing each and every obligation of ~~Developer~~Contractor set forth in this Agreement, including, but not limited to, the cost of permits that ~~Developer~~Contractor is obligated to obtain hereunder in connection with the design, demolition, acquisition, construction, rehabilitation and installation of the Project.

(d) ~~Developer~~Contractor and Owner shall comply with the requirements of Trustee and under the Certificate Documents with respect to the making of advances for the construction of the Project.

Section 2.4. *Construction Contracts, Other Agreements and Insurance.* All portions of the Work that ~~Developer~~Contractor does not personally perform shall be performed ~~under the Design-Build Agreement or~~by qualified sub-contractors under construction contracts, acquisition contracts or by other appropriate agreements between ~~a~~ Contractor~~, Developer or Project LLC~~, and ~~Owner~~.a sub-contractor. All such contracts and agreements shall conform to the requirements of this Agreement, the Ground Lease, the Lease and the Trust Agreement and require that the Work thereunder be completed in accordance with the ~~Final Plans and the~~ Program ~~Materials~~.

(a) Each such contract or agreement shall provide that, following an event of default or damage to, or destruction or condemnation of, the Project as described in Section 10.01 of the

Lease, Owner may terminate such contract or agreement, and the contractor or vendor thereunder shall then be entitled to payment only from amounts available therefor in the Project Fund and only for work done or equipment delivered prior to such termination.

(b) ~~Developer~~Contractor shall have and keep on file and available for inspection by Owner and the Department copies of the Project Documents; throughout the ~~tenn~~term of this Agreement, or as soon after the commencement of the ~~tenn~~term of this Agreement as such Project Documents shall become available to ~~Developer~~Contractor. Neither the Project Documents nor any change or amendments thereto shall; (a) cause the Project to be used for any purpose prohibited by this Agreement~~,~~, the Lease or by the Organic Act and laws of Guam; (b) result in a material reduction in the fair rental value of the Project as contemplated by Section 4.02 of the Lease; or (c) adversely affect the ability of Owner to meet its obligations under the Lease or any of the other Financing Documents.

(c) Each ~~Contractor~~sub-contractor entering into such a construction contract shall be required to procure and maintain during the duration of such Contractor's construction contract, and until the Facility is insured by Owner or Lessee, standard ~~fonn~~form comprehensive bodily injury liability, property damage liability and fire insurance in the amount required by the Lease or in an amount acceptable to Owner. ~~Developer or Project LLC~~Contractor may provide such insurance for each Contractor. The cost of such insurance is included in the Acquisition Price.

(d) Each ~~Contractor~~sub-contractor shall be required to procure and maintain, during the term of its construction contract, and until the Facility is insured by Owner or Lessee, standard builder's risk insurance upon the Facility or the portion thereof to be constructed by the Contractor, including, but not limited to, the insurance and payment and performance bonds (or other assurance) required by Section 2.4(c) and (g) and Section 2.5 hereof; provided, however, that, with respect to the structural portions of the Facility that are being rehabilitated, such insurance is only required to be procured or maintained covering the electrical, mechanical and architectural improvements being made to such structures. The policy may have a deductible clause in such amount as may be approved by Owner, but in no event shall such deductible amount exceed 5% of the Actual Cost of the Facility or relevant portion thereof, except for typhoon coverage which may have a higher deductible. Such insurance coverage shall be in an amount at least equal to the total contract price for such Contractor's work. In the event of any change order resulting in the ~~perfonnance~~performance of additional work by the Contractor, the amount of such insurance shall be increased to include the cost of such additional work. ~~Developer or~~

~~Project LLC may provide such insurance for the~~ Contractor~~. The~~ or the cost of any such insurance is included in the Acquisition Price.

(e) Each vendor retained in connection with the acquisition of equipment or fixtures for the Site shall be required to procure and maintain during the term of its acquisition contract and until such equipment is insured by Owner or Lessee, standard insurance upon the equipment to be

acquired, in whole or in part, by such vendor. The policy may have a deductible clause in such amount as may be approved by Owner. ~~Developer or Project LLC~~Contractor may provide this insurance on behalf of the vendor. The cost of any such insurance is included in the Acquisition Price. In the event of any change order resulting in the performance of additional work in connection with the acquisition of the equipment, the amount of such insurance shall be increased to include the cost of such additional work.

(f) The risk of loss under any and all deductibles in any policy provided by the Contractor shall be assumed by such contractor and the payment of any such deductible shall be the responsibility of the Contractor, unless such policy is provided by ~~Developer or Project LLC~~Contractor, in which case ~~Developer or Project LLC~~Contractor, as applicable, shall be responsible for paying such deductible. Each insurer providing the insurance described in this Section 2.4 must waive its rights of subrogation against Owner and Lessee and their respective officers, directors, elected or appointed officials and employees. Each policy of insurance shall require that none of such insurance will be materially reduced, restricted, limited, changed or cancelled without at least thirty (30) days prior written notice to Owner and, if after the execution and delivery of the Certificates, Trustee. Owner and, after the execution and delivery of the Certificates, Trustee, shall be listed as an additional insured and mortgagee (using a "New York mortgagee type" clause), respectively, under each policy required by this Section 2.4.

(g) Each Contractor shall procure ~~ahd~~and maintain workers' compensation insurance as required by applicable law, or ~~Developer or Project LLC~~Contractor may elect to provide such insurance on behalf of the contractors. The cost of any such insurance is included in the Acquisition Price.

(h) ~~Developer~~Contractor shall require the Project Architect and any other architect ~~Developer~~Contractor retains with respect to the Project to procure and maintain errors and omissions insurance during the term of such architect's engagement for the performance of services with respect to the Project. Such policies shall include Owner, ~~Developer or Project LLC, as appropriate~~Contractor, and Trustee as additional named insureds, and shall include a provision prohibiting cancellation or termination without 30 days' prior notice by certified mail to Owner, ~~Developer~~Contractor, and Trustee. ~~Developer~~Contractor shall provide or cause to be provided to Owner and Trustee a certificate of insurance with respect to such insurance coverage in form acceptable to Owner and Trustee.

Section 2.5. *Insurance; Payment and Performance Bond.*

(a) ~~Developer or Project LLC~~Contractor shall procure and maintain, or cause their respective Contractors to procure and maintain, until Final Completion of the Project, standard all risk of loss builder's risk completed value insurance upon the Facility or relevant portion thereof constructed or to be constructed. Such policy shall contain a waiver of subrogation by the issuer of such policy with respect to Owner, Lessee and Trustee, and their officers, agents and

employees while acting within the scope of their employment and a Standard New York mortgagee endorsement in the Trustee's favor. ~~Developer~~Contractor shall provide or cause to be provided a copy of such insurance policy or policies, or a certificate or certificates with respect thereto, to Owner, Lessee and Trustee. Such insurance coverage shall be in an amount equal to the amount drawn by ~~Developer~~Contractor. Such builder's risk completed value insurance policy shall be made payable to Owner, Lessee and Trustee. ~~Developer or Project LLC~~Contractor may elect to provide such insurance on behalf of the contractors. The cost of any such insurance is included in the Acquisition Price.

(b) ~~Developer~~Contractor shall cause to be procured and maintained, until Final Completion of the Project, payment and performance bonds for the Project in an amount equal to the initial deposit to the Construction Account.

Section 2.6. *Indemnification.*

(a) To the fullest extent permitted by law, ~~Developer~~Contractor shall indemnify and hold ~~hannless~~harmless Owner, Lessee, Department and Trustee and their assigns, ~~agent~~agents, consultants and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) arises by way of any breach by ~~Developer~~Contractor of any of the provisions of this Agreement, or (ii) is caused in whole or in part by any negligent act or omission or willful misconduct of ~~Developer~~Contractor, anyone directly or indirectly employed by it (including, but not limited to, any Contractors or any agents or employees of ~~Developer~~Contractor) or anyone for whose acts it may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.

(b) In any and all claims against Owner, Lessee, Department and Trustee or any of their assigns, agents or employees by any employee of ~~Developer~~Contractor, anyone directly or indirectly employed by it (including, but not limited to, any Contractors or any agents or employees of ~~Developer~~Contractor) or anyone for whose acts it may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for ~~Developer~~Contractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

Section 2.7. *Costs of the Project.* Provided ~~Developer~~Contractor is being paid as provided herein, ~~Developer~~Contractor agrees to be directly responsible for all of the Costs of the Project including:

(a) all architectural, engineering and consulting fees and expenses incurred in designing and constructing the Project;

(b) wages paid for labor in the direct employ of ~~Developer~~Contractor in the ~~perfonnance~~performance of the Work under applicable collective bargaining agreements, or

under a salary or wage schedule agreed by Owner and ~~Developer~~Contractor, and including such welfare and other benefits, if any, as may be payable with respect thereto;

(c) salaries paid to ~~Developer's~~Contractor's project management employees overseeing development of the Project;

(d) cost of all employee benefits and taxes for such items as unemployment compensation and Social Security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of ~~Developer~~Contractor and included in the Cost of the Project under (a), (b) and (c) above;

(e) reasonable transportation, travel and lodging expenses of ~~Developer~~Contractor or its officers or employees incurred in discharge of duties connected with the Work;

(f) cost of all materials, supplies and equipment incorporated in the Project, including amounts payable by ~~Developer~~Contractor under any acquisition contracts and costs of transportation and storage thereof;

(g) payments made by ~~Developer~~Contractor to ~~Contractors~~sub-contractors for work ~~perfonned~~performed pursuant to a contract in furtherance of this Agreement;

(h) cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are employed or consumed in the ~~perfom1ance~~performance of the Work, and cost less salvage value on such items used, but not consumed, which remain the property of ~~Developer~~Contractor;

(i) rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from ~~Developer~~Contractor or others, including installations, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area;

(j) cost of the premiums for all insurance which ~~Developer~~Contractor is required to procure by this Agreement or is deemed necessary by ~~Developer~~Contractor;

(k) sales, use, gross receipt or similar taxes related to the Project, imposed by any governmental authority, and for which ~~Developer~~Contractor is liable;

(1) permit fees, licenses, tests, royalties, damages for infringement of patents and costs of defending suits therefor for which ~~Developer~~Contractor is responsible under Section 2.2(f);

(m) losses, expenses or damages to the extent not compensated by insurance or otherwise (including deductibles payable by ~~Developer~~Contractor, if any, and settlement made with the written approval of ~~Developer~~Contractor, Owner and Trustee), and the cost of corrective work;

(n) minor expenses such as ~~telegrams~~, long distance telephone calls, telephone and internet service at the Project, expressage and similar petty cash items in connection with the Project;

(o) costs of removal of all debris;

(p) costs incurred due to an emergency affecting the safety of persons and property;

(q) legal costs reasonably and properly resulting from performance of the Work;

(r) all other costs directly or indirectly incurred in the performance of the Work;

(s) all costs associated with the improvement of the Site and required utility infrastructure;

(t) all costs associated with the connection and installation of water, sewer, power, telephone, cable and internet cables or lines; and

(u) all other costs incurred for any category other than financing costs, costs of issuance and other cost attributed to the project that are specifically payable by Owner and contracted for by Owner, including title insurance, legal fees, underwriting fees, and third party construction monitoring.

Section 2.8. *Additional Duties of ~~Developer~~Contractor.*

~~(a) Developer shall~~(a) Contractor shall work with the Owner's Construction Manager and Architect and furnish for the Site all necessary surveys and maps describing the physical characteristics, soil reports and subsurface investigations, legal limitations, utility locations, a legal description and title insurance if title insurance is requested by Owner.

(b) ~~Developer~~Contractor shall work with the Owner's Construction Manager and Architect and secure and pay for necessary approvals, ~~pennits~~permits, easements, assessments, and charges required for the construction, use, or occupancy of ~~pennanent~~permanent structures or for permanent changes in existing facilities.

~~(c) Developer~~(c) Contractor shall work with the Ownerr's Construction Manager and Architect and will prepare and submit for Owner's approval an estimated progress schedule for the Work. This schedule shall indicate the dates for the starting and completion of the various stages of the design and construction. It shall be revised as required by the conditions of the Work and those conditions and events which are beyond ~~Developer's~~Contractor's control.

(d) If ~~Developer~~Contractor becomes aware of any fault or defect in the Facility, or ~~nonconfonnance~~nonconformance with the ~~Final Plans or the~~ Program ~~Materials~~, it shall give prompt written notice thereof to Owner.

(e) Upon Final Completion of the Project, ~~Developer~~Contractor shall deliver to Trustee and Owner a final lien waiver and contractor's affidavit of each Contractor in statutory ~~fonn~~form sufficient to release and discharge all ~~mechanic's~~mechanics' and materialmen's liens on the Project.

(f) ~~Developer~~Contractor shall use reasonable best efforts to ensure that the full and complete Costs of the Project are paid in a prompt manner.

Section 2.9. ~~Developer's~~Contractor's Guarantee. If the aggregate costs and expenses for all items necessary for completion of the Project and the performance by ~~Developer~~Contractor of all obligations of ~~Developer~~Contractor hereunder (including, but not limited to, the design, development and construction of the Project) exceed, in the aggregate, the Acquisition Price, then ~~Developer~~Contractor shall be solely responsible for the payment of any amounts (the "Excess Amounts") in excess of the Acquisition Price, unless such excesses directly result from change orders to the Final Plans which are instituted or approved in writing in accordance with the requirements of Section 2.15 herein.

~~Developer~~ Contractor shall pay all Excess Amounts on or prior to the date any such Excess Amounts are due and payable.

Section 2.10. ~~Guaranties And Warranties. Developer and Project LLC shall obtain nonnal and customary warranties or guaranties from each Contractor for the work to be performed by each Contractor in connection with the Project, a11d shall further assure that each such warranty or guaranty obtained is assignable. Developer shall also obtain such warranties as are required under the Lease. Developer shall procure and install Equipment that enjoys the customary manufacturer warranties or guaranties, and shall further assure that each such warranty or guaranty obtained is assignable. Upon the Final Completion of the Project by Developer pursuant to the terms of this Agreement, Developer hereby agrees to assign to Owner, or to such entity or entities as Owner may direct, each and every such warranty and guaranty~~*Warranty*. The Contractor warrants that the design and construction services shall be performed in accordance with contract requirements for a period of one year. Design and Construction works not conforming to the Contract requirements shall be corrected at no additional cost to the Owner.

Section 2.11. *Books, Records, Reports, Fiscal Matters.*

(a) Books. ~~Developer and Project LLC~~Contractor shall maintain current and complete records and accounts of all transactions with respect to the Project and the development a11d construction of the Project. Such books of account shall be maintained at ~~Developer's or Project LLC's~~Contractor's office in Guam, and Owner and Owner's construction manager, accountants and auditors shall have access to such books and accounts at all reasonable times. ~~Developer~~Contractor shall maintain said books and accounts in a safe ~~maimer~~manner and separate from any records not dealing directly with the Project. Such books and accounts shall be kept in accordance with sound accounting practices consistently applied, and otherwise in such manner as shall be reasonably required by Owner.

(b) Records. ~~Developer and Project LLC~~Contractor shall maintain, in a secure and safe manner, complete and identifiable records, files and correspondence on all matters pertaining to the Project and shall provide ~~Owner~~Owner's Construction Manager, upon request, with either the original or a copy of saine.

(c) Reports. (a) Not later than the 20th day following each month during the term of this Agreement after commencement of ~~Developer's~~Contractor's duties as set forth in this Agreement, ~~Developer and Project LLC~~Contractor shall furnish ~~Owner~~Owner's Construction Manager a report in triplicate containing (i) a statement of all disbursements made by ~~Developer or Project LLC~~Contractor in connection with the Project for the preceding month, prepared in such reasonable detail ~~a11d fonn~~and form as shall be required by Owner, and (ii) a development status report detailing the status of development on the Project.

~~(ii) a development status report detailing the status of development on the Project.~~

(d) Property of ~~Developer~~Contractor. All such books and records shall be and remain the property of ~~Developer or Project LLC~~Contractor, as appropriate; provided, however, that Owner shall at all reasonable times have access to such books and records for inspection, audit, copying, examination and transcription.

(e) Audit. Owner shall have the right, during normal business hours, to inspect and audit at any time, and from time to time, all of ~~Developer's and Project LLC's~~Contractor's files, books, records, costs and expenses pertaining to the development and construction of the Project.

Section 2.12. ~~Developer's~~*Contractor's Efforts*. ~~Developer and Project LLC~~Contractor each shall furnish its reasonable skill and judgment in developing and constructing the Project and in advising Owner via the Owner's Construction Manager with respect to the Project. ~~Developer~~Contractor shall furnish efficient business administration and coordination and shall cause the Project to be completed in as expeditious and economical a manner as is practicable and consistent with the Plans. ~~Developer~~Contractor shall assure that the Project and all activities related thereto at all times fully comply with all applicable laws, statutes, rules and regulations. ~~Developer~~Contractor shall cause the Project to be completed in a lien-free manner, and shall promptly remove or cause to be removed by bonding or otherwise all liens filed against the Facility or the Site as a result of or related to the Project. ~~Developer~~Contractor shall be permitted to engage in other business activities, in the exercise of ~~Developer's~~Contractor's sole discretion, during the ~~tenn~~term of this Agreement, provided that such other business activities do not materially interfere with ~~Developer's~~Contractor's obligations and responsibilities under this Agreement. The parties hereto acknowledge that certain obligations of ~~Developer~~Contractor under this Agreement shall have been performed by ~~Developer~~Contractor prior to the execution and delivery of this Agreement, and that such prior ~~perfonnance~~performance shall not impact the rights and obligations of the parties hereunder.

Section 2.13. *Limitations On* ~~Developer's~~*Contractor's Authority*. No authority granted to ~~Developer~~Contractor under this Agreement shall be exercised unless the exercise of authority is consistent with the terms of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, ~~Developer~~Contractor shall not have the authority to enter into any agreement or understanding in Owner's name except for agreements or matters which (a)

~~Developer~~Contractor is specifically given the authority by Owner in writing, (b) are in writing, and (c) contain provisions in the forms of Sections 4.12 and 4.14 hereof.

~~4.14 hereof.~~

Section 2.14. *Possible Assignment And Assumption.* ~~Developer and Project LLC~~Contractor shall cause each agreement entered into by ~~Developer or Project LLC~~Contractor hereunder in its own name to provide that such agreement may be assigned to Owner without the consent of any party and that if such agreement should be assumed by Owner, provisions in the ~~fonns~~form of Sections 4.12 and 4.14 shall thereafter apply.

~~4.14 shall thereafter apply.~~

Section 2.15. *Change Orders.* ~~Developer~~Contractor shall incorporate all changes to the Project that Owner is required to make under the terms of the Lease. In addition, Owner may but is in no way obligated to order other changes in the Work within the general scope of this Agreement consisting of additions, deletions or other revisions; provided, however, that any such other changes in the Work ordered by Owner which result in any change in the cost of the Work must be accompanied by an amendment to this Agreement adjusting the Acquisition Price, as reasonably agreed to by Owner and ~~Developer~~Contractor, to reflect such change in cost, and that any such

other changes in the Work ordered by Owner which result in Substantial Completion occurring beyond the Completion Date must be accompanied by an amendment to this Agreement adjusting the Completion Date, as reasonably agreed to by Owner and ~~Developer~~Contractor, to reflect such change in completion. All changes in the Work shall be authorized by change order and shall be performed under the applicable conditions of this Agreement. Notwithstanding the foregoing, no change in the Work shall be made if such change would increase the Acquisition Price to an amount in excess of the amount deposited by Trustee in the Project Fund under the Trust Agreement upon the initial issuance of the Certificates.

Section 2.16. *Covenant Against Contingent Fees.* The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty Covenant shall give the Owner the right to terminate the contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. The warranty Covenant shall not apply to commission's payable by contractors upon contracts or sales secured or made through a bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

ARTICLE III
DEFAULT; TERMINATION

Section 3.1. *Defaults.* The following events shall be deemed to be events of default by ~~Developer~~Contractor under this Agreement:

(a) ~~Developer~~Contractor shall fail to make any payments as required to be made by ~~Developer~~Contractor to third parties in the performance of its duties under this Agreement and such failure shall continue and remain uncured for fifteen (15) days after receipt of written notice of such failure from Owner.

(b) ~~Developer~~Contractor shall fail to comply with any other term, provision, or covenant of this Agreement, and shall not cure such failure within twenty (20) days after receipt of written notice from Owner, unless such failure cannot reasonably be cured within such twenty (20) day period, in which event it shall not be an event of default if ~~Developer~~Contractor promptly commences to cure such failure within such twenty (20) day period and diligently pursues such cure to completion without interruption.

(c) Any representation or warranty made by ~~Developer~~Contractor under this Agreement shall prove to be false, untrue or misleading in any material respect.

(d) The commencement of a bankruptcy or insolvency proceeding by ~~Developer~~Contractor, or the filing of a bankruptcy or insolvency proceeding against ~~Developer~~Contractor that continues undischarged for a period of ninety (90) days, under any federal or state bankruptcy or similar law.

(e) The entering of a judgment against ~~Developer~~Contractor in any legal or equitable suit or action, which, in the reasonable estimation of Owner, materially impacts ~~Developer's~~Contractor's ability to perform all of its obligations under this Agreement, and such judgment shall have continued undischarged for a period of ninety (90) days.

Section 3.2. *Owner Remedies*. Upon the occurrence of any such events of default described in Section 3.1 above which are not cured within any applicable cure period given to ~~Developer~~Contractor, Owner shall have the option to pursue any one or more or all of the following remedies without notice or demand whatsoever, except as otherwise provided in Section 3.1 above:

(a) Owner at its option may, with ten (10) calendar days' notice to ~~Developer, tenninate~~Contractor, terminate this Agreement in whole or in part, and Owner shall be entitled to pursue any rights or remedies at law or in equity as a result of such event of default. Upon such termination, ~~Developer~~Contractor shall not be entitled to receive any further payment with respect to the ~~tenninated~~terminated portion of the Work until the Work is finished. If the unpaid balance of the compensation to be paid to ~~Developer~~Contractor hereunder shall exceed the expense of completing the Work (including compensation for additional managerial, administrative and inspection services and any liquidated damages for delay) as certified by Owner, such excess shall be paid to ~~Developer~~Contractor. If such expense shall exceed such unpaid balance, then ~~Developer~~Contractor shall be liable to Owner for such excess. If the Agreement is so terminated, Owner may take possession of and utilize in completing the Work such materials, supplies, plant and equipment as may be on the Site of the Work and necessary therefor.

(b) Owner at its option may maintain this Agreement in full force and effect, in which case ~~Developer~~Contractor and Owner shall perform all of their respective obligations hereunder, subject to Owner's right to elect to terminate this Agreement at. any time, pursuant to the ~~tem1s~~terms of

Section 3.2(a) hereof, provided any such event or events of default remain uncured.

(c) In the event that the Project is not completed by the Substantial Completion Date, the ~~Developer~~Contractor shall pay to Owner as fixed, agreed and liquidated damages, and not as a penalty~~,~~. The parties agree to the following liquidated damages (LD) provisions:
~~$2,500 for each calendar day of the delay until the Substantial Completion of the Project; provided, however, (i) that in the event that the financing of the Project is delayed and does not occur on the date of execution and delivery of the Lease (the "Estimated Financing Date"), the Completion Date shall be extended a number of calendar days equal to the number of calendar days from the Estimated Financing Date to and including the date such financing occurs; (ii) that no such damages shall be payable to Owner in the event that such delay was due to~~

~~unforeseeable causes beyond the control and without the fault or negligence of Developer or any of its Contractors; (iii) that no such damages shall be payable to Owner in the event that such delay was a delay in the issuance of any permit, and such issuance postponed the construction of the Project and the delay was beyond the control and without the fault or negligence of Developer or any of its Contractors; and (iv) that no such damages shall be payable to Owner in the event that such delay was due to a mutually agreed upon change order as evidenced by a written agreement between the Owner and the Lessee pursuant and in accordance with the terms and provisions of Section 5.02 of the Lease; provided further, that with respect to delays noted in (ii), (iii) and (iv) above, the Developer shall, within ten (I 0) days (or such longer period as is agreed to by Owner) from the beginning of any such delay notify the Owner in writing of the causes of delay, whereupon Owner shall ascertain the facts and the extent of the delay and extend the time for Substantial Completion of the Project when in its judgment the findings of facts justify such an extension, and such findings of fact shall be final and conclusive on Developer subject only to the resolution of any dispute about such findings of fact by the Director of the Department, whose written decision in such matter shall be final and conclusive.~~

1. Daily LD Rate
   For each calendar day the Contractor fails to complete the Work beyond the Contract Completion Date (as adjusted by executed Change Orders), the Government shall assess and deduct from payments due an amount equal to the prorated portion of the annual lease payment, calculated as:

   LD Amount per Day = (Annual Lease Payment) ÷ 365

2. Genuine Estimate of Damages
   The Parties acknowledge and agree that the exact amount of damages the Government would suffer as a result of delayed completion is difficult to quantify

with precision. The daily LD amount specified herein represents a genuine, good-faith pre-estimate of actual damages, including but not limited to loss of educational use, extended oversight costs, and financing impacts. This clause shall not be construed as a penalty.

3. Determination of Delay
   The Owner's Contracting Officer (CO) shall determine whether a delay has occurred and whether it is excusable or compensable. Unless and until a Change Order is executed granting an extension of time, all delay shall be deemed unexcused for purposes of liquidated damages.

4. Pending Claims Not a Defense
   The Contractor's submission of a claim or request for time extension does not, by itself, suspend or negate the application of LDs. The Owner will continue to assess and deduct LDs unless and until an executed Change Order formally extends the Contract Time, or the Owner, at its sole discretion, agrees in writing to suspend LD enforcement pending final resolution.

5. Preservation of Rights
   The Contractor may continue to assert its claims and preserve its rights under the contract dispute provisions. However, the Owner shall not be obligated to recognize claimed delays or defenses unless substantiated by an executed Change Order or final decision of the Contracting Officer.

(d) Owner may set off against or deduct from any sums payable by Owner to ~~Developer~~Contractor under this Agreement any amounts paid or incurred by Owner as a result of, or by reason of or in connection with such default.

(e) Pursuit by Owner of any of the foregoing remedies shall not preclude pursuit by Owner of any other remedies herein provided or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any amounts then due to Owner hereunder or of any amounts accruing to Owner by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by Owner of any violation or breach of any of the terms, provision or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, or covenants herein contained. Forbearance by Owner in enforcing one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Owner's right to enforce any such remedies with respect to any such default or any subsequent default. If, on account of any event of default of ~~Developer~~Contractor and ~~Developer's~~Contractor's obligations under the terms and conditions of this Agreement, it shall become necessary or appropriate for Owner to employ or consult with an

attorney concerning or to enforce or defend any of Owner's rights or remedies hereunder, ~~Developer~~Contractor agrees to pay the attorney's fees so incurred by Owner.

Section 3.3. *Expiration And Termination.*

(a) ~~Developer's~~Contractor's Obligations. Without limiting any other provisions of this Agreement, upon the expiration or earlier termination of this Agreement, ~~Developer~~ and the Leases, Contractor shall immediately:

(i) Account for and deliver to Owner all monies of Owner.

(ii) Deliver to Owner as received any monies due Owner under this Agreement but received by ~~Developer~~Contractor after such expiration or ~~tennination~~termination.

(iii) Deliver to Owner or such other person as Owner shall designate, all materials, supplies, equipment, keys, contracts, plans, documents, files, books and records pertaining to this Agreement and the development and construction of the Project.

(iv) Assign all existing contracts relating to the development and construction of the Project to Owner or such other person as Owner shall designate.

(v) Furnish all such information, take all such other action and cooperate with Owner as Owner shall reasonably require in order to effectuate an orderly and systematic termination of ~~Developer's~~Contractor's services, duties, obligations and activities hereunder.

(b) Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 3.3 shall survive any expiration or termination of this Agreement.

Section 3.4. *Owner Defaults*. An event of default by Owner under this Agreement shall be deemed to have occurred if Owner shall fail to comply with the provisions of Section 2.3 hereof, and shall not cure such failure within five (5) business days after receipt of written notice

from ~~Developer~~Contractor, or otherwise fails to comply with any ~~tenn~~term, provision or covenant of this Agreement, and shall not cure such failure within twenty (20) days after receipt of written notice from ~~Developer~~Contractor, unless such failure cannot reasonably be cured within such twenty (20) day period, in which event it shall not be an event of default if Owner promptly commences the cure of such failure within such twenty (20) day period, and diligently and without interruption pursues such cure to completion.

ARTICLE IV-
MISCELLANEOUS

Section 4.1. *Binding Agreement*. This Agreement shall be fully binding on all parties to the Agreement, and their respective successors and assigns, in accordance with its ~~tenns~~terms.

Section 4.2. *Assignment*. No party to this Agreement may assign its rights and obligations under this Agreement without the prior written consent of the other party except as expressly provided for herein. Notwithstanding anything herein to the contrary, the parties agree that without the consent of any other person, Owner may assign its rights and obligations hereunder to Trustee or other party in connection with the Certificate Financing. ~~Developer~~Contractor hereby consents to any such assignment.

~~Section 4.3. Inspections. Owner, Lessee and Trustee shall have the right (but as to the Trustee, no duty) to make reasonable inspections of the Project and the Work at any time prior to Completion and Acceptance of the Project, and Developer shall provide proper facilities for such inspections. Such right of inspection shall be reserved to Owner, Lessee and Trustee in all construction contracts entered into by Developer. This section shall not be construed so as to limit in any manner, the right and duty of Owner, Lessee and Trustee to inspect, approve, disapprove or take any other action with regard to the Project and Work in accordance with applicable law.~~

Section 4.3. *Inspections*. The Department of Public Works will have a Construction Manager and Inspection team on site to ensure the Owner's interests are maintained. Contractor shall comply with all DPW Construction Management Requirements outlined the Program.

Section 4.4. *Governing Law*. This Agreement is made in Guam under the Organic Act of Guam and laws of Guam and is to be so construed.

Section 4.5. *Amendment*. This Agreement may be amended at any time by a writing which refers to this Agreement and is executed by all parties hereto, subject to any restrictions placed on Owner regarding amendment or modification hereof contained in the Trust Agreement.

Section 4.6. *Other Documents*. The parties agree to execute and record such other documents as maybe necessary for the implementation and consummation of this Agreement. Any approvals or consents required hereunder shall not be unreasonably withheld by the party from whom such approval or consent is sought.

Section 4.7. *Third Parties*. The parties hereto acknowledge that nothing herein expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than ~~Developer~~Contractor or Owner or assignees as permitted by Section 3.2 of this Agreement any rights or remedies under or by reason of this Agreement.

Section 4.8. *Rights and Remedies*. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. ~~Notwithstandinganything~~Notwithstanding anything contained herein to the contrary, this Agreement shall in no way limit ~~Developer's~~Contractor's rights against Owner as provided in any agreement between ~~Developer~~Contractor and Owner pertaining to the Project.

Section 4.9. *Exhibits.* The exhibits attached to and referred to herein are part of this Agreement for all purposes.

Section 4.10. *Time.* Time is of the essence in this Agreement.

Section 4.11. *Notices.* Any notice required or ~~pennitted~~permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received four (4) business days after being deposited in a United States Post Office, certified or registered mail, postage prepaid, return receipt requested, or when actually received by a party to whom directed if delivered by hand or sent by facsimile (with the sender receiving confirmation of receipt and provided notice is also promptly sent by one of the other permitted means) or overnight courier. Notices shall be addressed to the party, to whom directed at the address set forth below or to such other address as such party from time to time may specify in writing.

Owner:~~CaPFA Capital Corp. 2010A~~ Core Tech International Corporation
~~99 Riverside~~ 388 S. Marine Corps Drive, Suite 400
~~Moore Haven, Florida 33471~~ Tamuning, Guam 96913
Attention: ~~President~~Ho Eun, Chairman

~~With a copy to:~~

Lessee:

~~With a copy to:~~

~~William L. Zvara, P.A. 4810 Arapahoe Avenue~~

~~Jacksonville, Florida 32210~~

~~Facsimile: (904) 387-9212~~

Guam Department of Education

~~P.O. BoxDE~~

~~Hagatña~~501 Mariner Ave
Barrigada, Guam ~~96932~~96913
Attention: ~~Norissa B. Underwood~~K. Erik Swanson, Ph.D., Superintendent
Telephone: (671) ~~475-0462~~300-1536
Facsimile: (671) 472-5003

With a copy to: Department of Administration
PO Box ~~884~~7420
~~Hagatna~~Tamuning, Guam ~~96932~~96931
Attention: ~~Lourdes M. Perez~~Edward Birn , Director
Telephone: (671) 475-1101/1250~~/1234~~

Guam Economic Development Authority
590 South Marine Corps Drive
ITC Building, Suite 511
Tamuning, Guam 96913
Attention: ~~Tony Blaz,~~Christina D. Garcia, CEO | Administrator
Telephone: (671) 647-4332
Facsimile: (671) 649-4146

Department of Public Works
542 North Marine Drive
Tamuning, Guam 96913
Attention: ~~Andy S. Leon Guerrero, Acting~~Vincent P. Arriola, Director
Telephone: (671) 646-3131
Facsimile: (671) 649-6178

~~Trustee: U.S. Bank National Association 633 West Fifth Street, 24th Floor, Los Angeles, CA 90071~~

Trustee: (Insert Name)
(Addresss)
(Address)
Attention: ~~Corporate Trust Services~~(Insert Name)
Reference: ~~2010A~~(Certificate # Certificates of Participation
~~(Guam/ CaPFA)~~

~~Developer:~~ Contractor: Core Tech International ~~Bridge~~ Corporation
~~P.O. Box 21148~~

~~GMF~~388 S. Marine Drive Corps Drive, Suite 400
Tamuning, Guam ~~96921~~96913
Attention: ~~President~~Ho Eun, Chairman

Section 4.12. *Waiver Of Subrogation*. Each party to this Agreement (the "Waiving Party") hereby waives any cause of action it might have against any other party hereto on account of any loss or damage that shall be covered by any insurance policy that covers the Project or any Site, and that names said Waiving Party as a party insured, to the extent of money actually paid to such Waiving Party under such insurance policy. Each party agrees that it will request its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise, consistent with the immediately preceding sentence.

Section 4.13. *Exculpation.* Owner's obligations hereunder shall be payable solely from the proceeds of the Certificates made available to Owner.

Section 4.14. *Waiver of Attorneys' Fees Statute*. The parties hereby agree that each party's obligations hereunder to pay attorneys' fees and expenses of another ~~pailyparty~~, or to reimburse another party for such fees and expenses, shall extend only to such fees and expenses as are actually incurred by such other party.

Section 4.15. *Relationship of Parties*. The parties hereto acknowledge and agree that the relationship of ~~Developer~~Contractor to Owner is that of an independent contractor engaged for the

purpose of developing the Project. Nothing in this Agreement shall create between ~~Developer~~Contractor and Owner the relationship of principal and agent (other than as expressly set forth herein), joint venturers, partners or any other similar or representative relationship, and

~~Developer~~Contractor shall not hold itself out as an agent (except as expressly provided herein), representative, partner or joint venturer of Owner.

Section 4.16. *Counterparts*. This Project Development Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 4.17 *Disputes.*

1. The Owner and the Contractor agree to attempt resolution of all controversies/disputes which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy/dispute is not resolved by mutual agreement, then the Contractor shall request the Owner in writing to issue a final decision within sixty (60) days after receipt of the written request. If the Owner does not issue a written decision within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as though the Owner had issued a decision adverse to the Contractor.

2. The Owner shall immediately furnish a copy of the decision to the Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

3. The Owner's decision shall be final and conclusive, unless fraudulent or unless the Contractor appeals the decision.

4. This subsection applies to appeals of the Owner's decision on a controversy/dispute. For money owed by or to the Owner under this contract, the Contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen(18) months after the decision is rendered by the Government or from the date when a decision should have been rendered. For all other claims by or against the Owner arising under this contract, the Office of the Public auditor has jurisdiction over the appeal from the decision of the Government. Appeals to the Office of the Public Auditor must be made within sixty (60) days of the Government's decision or from the date the decision should have been made.

5. The Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

6. The Contractor shall comply with the Owner's decision and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam

of any controversy/dispute arising under, or by virtue of, the contract, except where the Contractor claims a material breach of the contract by the Owner. However, if the Owner determines in writing that continuation of services under the contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the Owner.

Section 4.18 Contract Binding. It is agreed that this contract and all of the Covenants hereof shall inure to the benefit of and be binding upon the Government and the Contractor respectively and his partners, successors, assignees and legal representatives. Neither the Government nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by this contract, or the land upon which the same is situated.

Section 4.19 RESTRICTION ON SEX OFFENDERS: The Contractor warrants that no person in its employment who has been convicted of sex offense under the provisions of chapter 25 of Title 9 of the Guam Code Annotated. or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated , or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the Contractor while on government of Guam property, with exception of public highways. If any employee of the Contractor is providing services on government property and is convicted subsequent to an award of a contract, then the Contractor warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction and will remove immediately such convicted person from providing services on government property. If the Contractor is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the Contractor to take corrective action. The Contractor shall take corrective action within twenty-four hours of notice from the Government, and the Contractor shall notify the Government when action has been taken. If the Contractor fails to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

Section 4.20 INDEMNITY. The Contractor agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of

any injury, death, or damage arising out of the acts or omissions of the Contractor, Contractor's subcontractors, officers, agents, servants or employees under this contract.

Section 4.21 CLAIMS AGAINST GOVERNMENT. The Contractor expressly recognizes that the Government Claims Act (Title 5 of the Guam Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Contractor against the Government if the claim arises out of or in connection with this agreement. The Contractor also expressly recognizes that all other claims by the Contractor against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Annotated, Chapter 5).

Section 4.22. CONSENT TO JURISDICTION. The Contractor hereby expressly consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by the Guam Procurement Law. The Contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

Section 4.23 MANDATORY REPRESENTATION BY CONTRACTOR REGARDING GENERAL ETHICAL STANDARDS (2 GAR Div. 4 11103 (b)). With respect to this Agreement and any other contract that the Contractor may have, or wish to enter into, with any Government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

Section 4.24. MANDATORY REPRESENTATION BY THE CONTRACTOR REGARDING PROHIBITION AGAINST GRATUITIES AND KICKBACKS (2 GAR Div. 4 11 107(e)) With respect to this Agreement and any other contract that the Contractor may have or wish to enter into with any Government of Guam agency, the Contractor represents that he has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

Section 4.25 COMPLIANCE TO PUBLIC LAW 24-100, PRODUCTS MANUFACTURED FROM RECYCLED GLASS. Pursuant to 5 G.C.A. Section 5218, any individual or company submitting a response to this solicitation shall include the purchase of available recycled glass pulverized on Guam or appropriate products manufactured therefrom. The contract awarded under this solicitation shall determine the suitable percentage of recycled glass to be used in the project and, as a condition of the award of the contract, shall require the Contractor to identify and certify in writing the percentage of recycled glass contained in the material offered. The acceptable percentage of recycled glass has been determined to be 0% for this project.

Section 4.26 SUPPLEMENTARY CONDITIONS:

General Obligations

The Contractor shall furnish all labor, materials, equipment, tools, and services necessary to complete the Project in a timely, workmanlike manner, strictly complying with all Contract Documents, RFP, CM Requirements, and applicable laws and regulations. The Contractor is responsible for all means, methods, sequencing, and scheduling of the Work.

Subcontractor Coordination and Liability

(a) Flow Down of Contract Terms

The Contractor shall require each subcontractor, at every tier, to be bound by all applicable provisions of this Contract (including the RFP, CM Requirements, General Conditions, Liquidated Damages, Claims/Disputes, Safety, Permits, Insurance, Bonds, Schedule, Quality Control, and Stop Work clauses), to the extent those provisions relate to their Work.

The Contractor shall provide both the Contracting Officer's office, via the Construction Manager (CM), and each subcontractor with complete copies of all Contract Documents affecting their Work before subcontract execution. Subcontract agreements must:

- preserve and protect the Government's rights;
- grant subcontractors the benefits of rights and remedies the Contractor has under the Contract;

- require the same flow down obligations to sub subcontractors.Claims/Disputes, Safety, Permits, Insurance, Bonds, Schedule, and Quality Control—relative to their scope of Work.

(b) Prime Liability. The Contractor remains fully liable for all acts, omissions, and performance of its subcontractors, suppliers, or lower-tier entities.

Document Review & Reporting

The Contractor shall provide each subcontractor with the applicable Contract Documents and require prompt written notification to the Contracting Officer (via CM) of any discrepancies, whether design or contractual, before commencement of Work.

Payment Certifications & Lien Waivers

1. Annual Payment Trigger

The Government will make an annual payment to the Contractor, consistent with the Contract Documents and bond agreements. Upon receipt of each annual payment, the Contractor shall certify, via the Construction Manager (CM), that:

- All subcontractors and sub subcontractors have been paid for Work performed up to the payment date.

- The Contractor has received unconditional lien waivers from each subcontractor and sub subcontractor, fully releasing any lien rights for work through that date.

2. Timing and Compliance

- Certification and lien waivers must be submitted before or within 10 business days after the annual payment.

- The waivers must comply with Title 7 GCA Chapter 33 Guam mechanics' lien law (covering labor, services, and materials).

3. Government Rights

- The Government may withhold, offset, or suspend future payments until the Contractor submits valid certification and lien waivers.

- The Contractor is responsible for any claims or liens from subcontractors that could have been avoided by timely waiver collection.

4. Final Payment and Close-Out

Before final payment and project close-out, the Contractor must provide:

- A full lien waiver package covering all subcontract work.

- A final certification confirming lien-free status up to final completion.

Safety, Environmental & Quality Control

The Contractor and its subcontractors must adhere to all safety, environmental, and quality requirements specified in the Contract Documents and applicable regulations. All incidents, hazards, or non-compliant work must be reported immediately through CM to the Contracting Officer.

Schedule Coordination

The Contractor shall maintain and update the project schedule per CM Requirements, coordinate Work to prevent conflicts, and support smooth integration with other contractors as directed by the Contracting Officer.

Subcontractor Claims & Effect on Liquidated Damages

Claims for additional time, costs, or changes originating from subcontractors must be routed through the Contractor to the Contracting Officer via the CM. Submission of such claims does not suspend the application of Liquidated Damages or alter the contract schedule unless an executed Change Order is in place.

Stop–Work Orders

(a) Authority to Issue. The Contracting Officer may, by written order at any time, require the Contractor to stop all or part of the Work for up to 90 days (or longer by mutual written agreement), for reasons including:

- Non compliance with Contract Documents, safety issues, or regulatory violations;
- Government directed suspension.

(b) Contractor Obligations. Upon receipt of such order, the Contractor shall:

- Immediately suspend the designated Work;
- Take all reasonable steps to minimize incurrence of costs during suspension;
- Notify all affected Subcontractors and suppliers;
- Resume Work promptly only when directed in writing by the Contracting Officer.

(c) Equitable Adjustment. If the stop work order:

- Is lifted or expires, and
- Results in increased cost or time to perform,

then the Contractor shall be entitled to an equitable adjustment to the Contract Time and/or Contract Price—provided the Contractor submits a claim within **30 days** after suspension ends. Reasonable costs attributable to the suspension, including profit, are compensable.

(d) Termination Following Suspension. If the stop work order is cancelled and the work covered is terminated (for convenience or default), the Contractor shall be entitled to costs attributable to the stop work order per applicable termination provisions

Adoption of AIA Generation Conditions

To the extent the Contract Documents (including this Agreement, RFP, CM Requirements, and Supplemental Conditions) are silent or ambiguous on any term, obligation, right, remedy, or process, the provisions of AIA Document A201–2017, General Conditions of the Contract for Construction shall apply by reference, unless such application would conflict with Guam law, Government of Guam policy, or specific requirements set forth herein.

This adoption ensures that all standard industry-based procedures and interpretations—as coordinated within the AIA A201 document—fill any gaps in these Contract Documents. Where the AIA General Conditions are referred to herein, the term Contracting Officer shall be substituted for Architect or Owner as appropriate, and references to Owner shall be deemed references to the Government of Guam.

IN WITNESS WHEREOF, the ~~Developer~~Contractor, by its duly authorized representative, has executed this Project Development Agreement as of the date first above written.

CORE TECH INTERNATIONAL ~~BRIDGE CORPORATION~~CORP.

~~By:~~

By: _____

Title: ~~VICE?. ◆11':>◆T~~Chairman

IN WITNESS WHEREOF, the Owner, by its duly authorized representative, has executed this Project Development Agreement as of the date first above written.

~~CAPPA CAPITAL CORP. 2010A~~

GOVERNMENT OF GUAM

By: _____

Title: Director, Department of Public Works

(EXHIBIT B should be renamed to Exhibit A throughout document with the financing breakdown. Original Exhibit A was the scoping but this is now defined in RFP.

INSURANCE AND MAINTENANCE AGREEMENT

dated as of (Insert Date)

by and among

NATIONAL FINANACE AUTHORITY
(NEW HAMPSHIRE),
Lessor,

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM,
Lessee,

(Insert Maintenance Contractor),
Maintenance Contractor

and

(Insert Trustee)
Trustee

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THIS INSURANCE AND MAINTENANCE AGREEMENT (this "Agreement") is entered into as of this first day of (insert date), by and among NATIONAL FINANCE AUTHORITY (NEW HAMPSHIRE) ("Lessor"), the DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM ("Lessee"), (Insert Maintenance Contractor), as maintenance contractor ("Maintenance Contractor"), and, as trustee pursuant to the Trust Agreement (as defined herein) (the "Trustee").

WITNESSETH:

WHEREAS, the Government of Guam ("Ground Lessor") entered a Ground Lease with National Finance Authority (New Hampshire) ("Ground Lessee"), dated (insert date)

WHEREAS, the Government of Guam (the "Ground Lessor" under the Ground Lease and the "Lessee" hereunder) and National Finance Authority (New Hampshire)

WHEREAS, National Finance Authority (New Hampshire), ("Lessor") and Lessee have entered into a Lease Agreement, dated as of (insert date) (the "Lease Agreement")

WHEREAS, pursuant to the Ground Lease, Ground Lessor will construct a high school (the "Facility") and lease the Facility back to Lessee;

WHEREAS, under the Lease Agreement, Lessor has undertaken certain obligations with respect to the insurance and capital maintenance of the Facility, and Lessor and Lessee wish to contract with Maintenance Contractor to fully perform such obligations;

WHEREAS, Maintenance Contractor, in consideration of the compensation herein provided, is prepared to perform the required services and fully and timely perform and discharge such obligations;

WHEREAS, this Agreement, together with the Project Development Agreement, dated as (Insert Date), by and between Lessor and National Finance Authority (New Hampshire), as developer, constitutes the "Contract" as that term is defined in Chapter 58A of Title 5 of the Guam Code Annotated; and

WHEREAS, Lessee has agreed to make annual rental payments to Lessor, and Lessor has assigned these payments to the Trustee, as Trustee under the Trust Agreement, dated as of (Insert Date) (the "Trust Agreement"), by and between Lessor and Trustee, pursuant to which the Trustee has executed and delivered to National Finance Authority (New Hampshire) and possess Certificates of Participation (Department of Education—Simon Sanchez High School Project), Series 2xxxA (the "Certificates") in order to finance the Facility;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS; TERM

1.1 Definitions.

All capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Lease Agreement.

1.2 Term of Agreement.

The rights and duties of Maintenance Contractor under this Agreement shall commence upon the issuance by the Department of the certificate of occupancy with respect to the Facility and shall end upon the expiration or termination of the Lease Agreement. The obligations of Lessor to make the payments and reimbursements set forth herein begin when the rights and duties of Maintenance Contractor begin, but will survive the termination of the Lease Agreement, provided that no additional charges will accrue hereunder (other than interest and, if applicable, default and collection fees) after the termination of the Lease Agreement.

1.3 Definition of Facility: buildings and other structures; classrooms; gymnasium; tennis, volleyball and basketball courts; soccer, softball, baseball and football track and fields; playgrounds and other athletic facilities; cafeterias; offices; laboratories, equipment and safety devices; conference rooms; roads, walkways, streets, and pedestrian paths;, open spaces, gardens, common areas and public areas; auditorium and other public entertainment areas; utility lines and systems; outdoor lighting systems; landscaping, including without limitation plants, trees, shrubs, and grass;

ARTICLE II
DELEGATION OF INSURANCE AND CAPITAL MAINTENANCE RESPONSIBILITIES

2.1 Acceptance of Responsibilities. Delegation.

Lessor hereby delegates to Maintenance Contractor its duties to provide for the capital maintenance and insurance of the Site and the Facility and the payment of taxes with respect thereto, pursuant to Articles VI, VII and VIII of the Lease Agreement to the extent herein provided. Lessee hereby consents to such delegation. In consideration of the payments and reimbursements herein provided, Maintenance Contractor hereby accepts such delegation.

In consideration of the payments and reimbursements herein provided, Maintenance Contractor accepts and shall diligently perform the duties, obligations, and responsibilities set forth in this contract.

2.2 Powers of Maintenance Contractor.

Maintenance Contractor shall have all the powers necessary to carry out its duties and responsibilities under this Agreement, including but not limited to the following:

(a) To engage the services of contractors or other employees or agents and to pay to said persons a reasonable compensation therefor.

(b) To insure, repair, perform capital maintenance on, and otherwise deal in and with, real and personal property of every kind and character that was constructed or installed by Lessor, located on the Site or used in connection with the Facility in accordance with the Scope of Work in Exhibit A and any additional appurtenances approved by Lessee.

(c) To deal in and with the Facility including but not limited to: buildings and other structures; classrooms; gymnasiums; tennis, volleyball and basketball courts; soccer, softball, baseball and football fields; playgrounds and other athletic facilities; cafeterias; offices; language laboratories; scientific laboratories, equipment and safety devices; conference rooms; roads, walkways, streets, and pedestrian paths; parks, open spaces, gardens, common areas and public areas; amphitheaters and other public entertainment areas; utility lines and systems; outdoor lighting systems; landscaping, including without limitation plants, trees, shrubs, and grass; and such improvements and equipment as may be appropriate for use in connection with Maintenance Contractor's duties under this Agreement.

(d) Subject to applicable law, to delegate by written agreement to one or more contractors any or all of Maintenance Contractor's powers, duties and responsibilities referred to in this Agreement, provided, that no such delegation shall relieve Maintenance Contractor of its duties and responsibilities hereunder.

(e) To pay all costs imposed by, associated with, or incurred as a result of federal or Guam laws, rules, or regulations, including without limitation taxes (if any), costs of studies, consultants' fees and costs, and performance costs.

(f) To do everything necessary, suitable, convenient, or desirable for the accomplishment of any of the purposes, the attainment of any of the objects, or the furtherance of any of the powers set forth in this Agreement, either alone or in connection with other corporations, firms, or individuals, and either as principal or agent, and to do every act or thing incidental or appurtenant to, or growing out of, or connected with any of the aforesaid objects, purposes, or powers.

2.3 Obligations of Maintenance Contractor.

To fulfill the duties accepted by it pursuant to Section 2.1, Maintenance Contractor shall:

(a) from and after the issuance of an occupancy permit for the Facility, provide for the capital maintenance, repair, and replacement of the Facility as set forth in the Scope of Work attached hereto as Exhibit A;

i. Maintain facility operability and ensure that the facility passes all governmental inspections

ii. Develop and implement Maintenance plan.

- Schedule daily/ weekly/ monthly work plan
- Includes preventative maintenance schedules for all facilities equipment and building systems
- Include corrective maintenance schedules for all facilities equipment and building systems

iii. Develop and implement SOP

- Require appropriate staffing to keep school operational

iv. Develop and implement Facility Procedures for Emergency situations to include pre and post events

v. Meet with SSHS Principal or its designee on a monthly basis

- to review upcoming and previous Maintenance work plan and schedule
- document and assess work performed to be used for annual budget

(b) from and after the issuance of an occupancy permit for the Facility, obtain insurance for the Facility of the type and in the coverage amounts set forth in Section 7.01(b) (Verify Section) of the Lease Agreement and Article IV of this contract;

(c) rebuild and repair the Facility following damage or destruction thereof or a permanent taking by the power of, or a power in the nature of, eminent domain or by an action or deed in lieu of condemnation, as set forth in Article IV; and

(d) prepare, adopt, amend and disseminate Budgets from time to time as set forth in Article III.

Maintenance Contractor shall be obligated to provide routine maintenance, security services, custodial services, waste collection, and landscaping services to the Site.

2.4 Governmental Successor.

Maintenance Contractor may, in its discretion, turn over any of its powers and duties hereunder to a governmental entity that is willing to accept and assume the same under the terms and conditions of this Agreement; provided that Maintenance Contractor shall provide Trustee with written notice of such successor.

ARTICLE III
MAINTENANCE CONTRACTOR'S COMPENSATION, BUDGETING AND REIMBURSEMENT

3.1 Maintenance Contractor's Compensation.

Maintenance Contractor shall be entitled to reimbursement for all expenditures made hereunder and compensation for its services as set forth in the annual budget as defined in 3.2. Notwithstanding any other provision of this Agreement, such compensation shall include, and Lessor shall be obligated to pay Maintenance Contractor, reimbursement to Maintenance Contractor of all insurance premiums payable pursuant to Section 2.3(b) and all expenses incurred pursuant to Section 2.3(c). Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any obligation hereunder if it has not been paid compensation as provided for herein. Without limiting the generality of the foregoing, Maintenance Contractor shall have no obligation to make any payment described in Sections 2.3(b) or 2.3(c) if it is not assured of reimbursement therefor. In any given lease year, Lessor will not be required to reimbursement to the Maintenance Contractor for costs, including emergency expenditures as described in Section 3.5, if sufficient funds for such reimbursement are not available in either the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as the case may be. Lessor shall take actions as described in this Article III, to include any valid and unreimbursed costs of the Maintenance Contractor in the subsequent year's budget.

3.2 Preparation of Budget.

For each Term, commencing with the Term beginning on (Insert Beginning Date), Maintenance Contractor shall, not later than sixty (60) days prior to the beginning of the Fiscal Year in which such Term commences, prepare a Budget for such Term (including a reasonable allowance for contingencies) (the "Budget"). The Budget shall set forth a detailed estimate of all costs to be incurred with respect to this Agreement and a schedule of cash advances to be made by Maintenance Contractor. The Budget shall also provide for up to (Insert Number) in each year to be deposited to the Capital Replacement Reserve (the balance of which is not to exceed (Insert Number). In addition, the Budget shall provide for a (Insert Number) allotment in each year for unscheduled repairs, including, for example, repairs needed as a result of vandalism. The Budget for the Initial Term has been approved by Maintenance Contractor/ Lessor and Lessee and is attached hereto as Exhibit C.

3.3 Approval of Budget.

Maintenance Contractor shall submit the proposed Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved the Budget unless, within 30 days after the date the proposed Budget is submitted, Lessor or Lessee provides to Maintenance Contractor with a written list of specific items in the proposed Budget to which such party objects, together with its reasons for objecting. If either such party objects for any reason, including inability to pay any required Additional Rental in the amount budgeted for the Fiscal Year, Maintenance Contractor shall prepare and submit to Lessor and Lessee a revised Budget within 15 days of receipt of the objection. If Lessor, Lessee and Maintenance Contractor are unable to agree on the Budget for any year, the dispute shall be resolved as set forth on Exhibit B. Lessee's approval of a Budget shall constitute agreement to pay Additional Rental from Available Funds in such additional amount as shall be sufficient, together with the originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) under the Trust Agreement to pay the amounts provided in such Budget; provided, however, that expenditures from the Capital Replacement Reserve shall be subject to Lessee approval (by written approval of the Superintendent of the Department of Education or another person designated in writing by the Superintendent). In the absence of an Event of Default under the Lease, Lessor's approval of Budgets shall be based solely on the sufficiency of amounts available under the Trust Agreement to pay the amounts provided in such Budget. When each annual Budget has been approved or deemed approved pursuant hereto, the Maintenance Contractor shall promptly submit a copy of the Budget to the Trustee.

3.4 Reduction of Services.

If Lessor or Lessee objects to the proposed Budget because of an inability to pay for all budgeted services, Maintenance Contractor shall prepare a revised Budget in which total costs for the Fiscal Year do not exceed the (Insert Amount) originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) or such larger amount as shall be approved by the Lessor and Lessee. Maintenance Contractor shall consult with Lessee concerning which services, if any, to reduce or eliminate in the revised Budget. If this Section 3.4 is applicable due to an objection by Lessor or Lessee, Maintenance Contractor may provide in the revised Budget for the reduction or elimination of any of the services otherwise required to be provided by

Maintenance Contractor under this Agreement. Maintenance Contractor shall submit a revised Budget to Lessor and Lessee within 10 days of the date Lessor or Lessee submits its objections to the proposed Budget. Unless Lessor or Lessee notifies Maintenance Contractor in writing that such party objects to the revised Budget within 10 days of the date the revised Budget is submitted, Lessor and Lessee each shall be deemed to have approved the revised Budget. If Lessor or Lessee objects to the revised Budget, then either Lessor or the Lessee may terminate this Agreement with 30 days' written notice to the Maintenance Contractor and the Trustee. Any revised Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.5 Operation within Budget.

Operations shall be conducted, expenses shall be incurred and assets shall be acquired only pursuant to approved Budgets, provided, however, that in case of emergency, Maintenance Contractor may take any reasonable action it deems necessary to protect life, limb or property, to protect the Project or to comply with law or government regulation the noncompliance with which would have a material adverse effect on the Project or the parties hereto. Maintenance Contractor shall promptly notify Lessor and Lessee in writing of any such emergency expenditure, and Maintenance Contractor shall be reimbursed for such emergency expenditure, but only from amounts available for such purpose in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable. If the moneys in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable, shall be insufficient to cover such emergency expenditure, Lessor shall request in writing that such amounts be paid to Lessor by Lessee from Available Funds as Additional Rentals pursuant to Section 4.01(c) (Verify Section) of the Lease Agreement, and a copy of such request shall be provided to the Trustee. Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any service that is not set forth in the approved Budget.

3.6 Budget Overruns; Program Changes.

Upon the occurrence of unexpected events, Maintenance Contractor may, but shall not be required to unless it is assured of reimbursement, make such reasonable expenditures in excess of the adopted Budget as are necessary to carry out its duties hereunder. Maintenance Contractor shall submit any proposed material departure from an adopted Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved such departure from the adopted Budget unless within ten (10) business days either Lessor or Lessee objects to the proposed change in writing to Maintenance Contractor. Maintenance Contractor shall not exceed an adopted Budget by more than 10%, unless directly caused by an emergency expenditure or unless authorized by Lessor and Lessee. Budget overruns of 10% or less shall be paid, but only from amounts available for such purpose in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable. Any departure from the adopted Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.7 Books.

Maintenance Contractor shall keep and maintain separate records and accounts of all expenditures. Lessor, Lessee and Trustee may examine such records during normal business hours on reasonable notice. The Trustee shall have no duty to examine such records.

3.8 Right to Stop Performing Functions.

Maintenance Contractor has the right to stop performing any of its obligations hereunder if Lessee fails to reimburse or pay Maintenance Contractor, or to cause Maintenance Contractor to fail to be reimbursed or paid, in a timely fashion as provided in the approved Budget from resources made available under the Lease Agreement and the Trust Agreement. Maintenance Contractor may also cease, either temporarily or permanently, to perform its duties if Lessor or Lessee materially impairs Maintenance Contractor's ability to perform, or if such performance is impaired by government action, labor dispute, typhoon, earthquake, flood, or other natural disaster or other event of force majeure. Upon any such cessation of performance by Maintenance Contractor, Maintenance Contractor shall provide written notice to the Trustee, Lessor and Lessee.

3.9 Payment.

At any time and from time to time, if amounts in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable, are insufficient to satisfy the obligations of Lessor to fully pay amounts owed to Maintenance Contractor hereunder, Lessor shall request that such amounts be paid to Lessor by Lessee as Additional Rentals pursuant to Section 4.01 (c) (Verify Section) of the Lease Agreement. Notwithstanding any other provision of this Agreement, the parties hereby acknowledge and agree that no obligation assumed by or imposed upon the Maintenance Contractor hereunder shall require the performance of any act by the Maintenance Contractor except to the extent, if any, that the cost and expense of such performance can be paid from the accounts held for such purpose under the Trust Agreement.

ARTICLE IV
INSURANCE

4.1 General.

During the term of this Agreement, Maintenance Contractor shall, at Lessor's sole cost and expense, arrange for, obtain and maintain in full force and effect policies of insurance set forth in and as required by Section 7.01 (b) (Verify Section) of the Lease Agreement. All premiums for such insurance shall be paid by Lessor to the respective insurance companies upon invoices submitted to the Lessor by the Maintenance Contractor received, but only from amounts available for such purpose in the Insurance and Maintenance Fund at least 30 days in advance of the date they are due to the respective insurers. Maintenance Contractor shall give Lessor, Lessee and Trustee 30 days' written notice of any increase in any premium prior to the date Lessor must pay such premium. Lessee and Trustee (at the expense of Lessee) shall cooperate fully with Maintenance Contractor and provide such information and execute such documents as may be necessary or convenient in obtaining such insurance.

4.2 Deductibles and Co-Payments.

In the event of the occurrence of any loss with respect to the Facility, the Sites or otherwise hereunder that is not fully insured, Lessor, Lessee shall promptly, upon written demand by Maintenance Contractor to Lessor and Lessee with a copy to Trustee, pay or cause to be paid to Maintenance Contractor or any other proper payee any deductible or co-payment that is a prerequisite to the insurer's payment of the proceeds of the applicable insurance policy, but only from amounts available for such purpose in the Insurance and Maintenance

Fund.

4.3 Damage and Reconstruction.

In the event any Facility insured hereunder is damaged by fire or other casualty, the proceeds payable under the insurance policies shall be payable as provided in the Lease and the Trust Agreement. The Net Proceeds of fire and extended coverage insurance shall be deposited as provided in Article X (Verify number) of the Lease. After consultation with the Maintenance Contractor, and the Lessee, Lessor shall instruct Maintenance Contractor as to the nature of the repair, reconstruction or replacement, if any, of damaged property, and Maintenance Contractor shall provide a proposed Budget for the requested repair, reconstruction or replacement using the procedure described in Section 3.4, with a copy to the Trustee.

ARTICLE V
MISCELLANEOUS

5.1 Breach.

In the event of breach or threatened breach of this Agreement, any party may invoke the dispute settlement procedures set forth in Exhibit B. Except as otherwise provided herein, no party shall be relieved from its responsibilities hereunder unless the dispute resolution procedures are followed to their conclusion.

5.2 Enforcement Fees.

If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Agreement, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

5.3 Limited Liability.

Maintenance Contractor shall not be liable to any person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Lessor and Lessee shall indemnify, defend, release and hold harmless Maintenance Contractor from any loss, liability, claim or expense in such connection, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

5.4 Amendment.

This Agreement may only be amended, changed, modified, altered or terminated by an agreement in writing, signed by each of the Lessor, the Lessee, the Maintenance Contractor and the Trustee. The Trustee shall execute such agreement in writing only if there has been delivered to the Trustee an Opinion of Counsel addressed to the Trustee to the effect that such amendment, change, modification, alteration or termination (1) will not, in and of itself, materially adversely affect the interests of the Holders, and (2) is authorized or permitted by this Trust Agreement and the Lease.

5.5 Partial Invalidity.

The invalidity or unenforceability of any term or provision of this Agreement by the application of such term or provision to any person or circumstance shall not impair or affect the

remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

5.6 Entire Agreement.

This Agreement supersedes any and all prior agreements or understandings between the parties with respect to the subject matter of this Agreement.

5.7 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the Territory of Guam.

5.8 Successors and Assigns.

This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Under the terms of the Lease, Lessor may assign this Agreement to Trustee on the Certificate Closing Date pursuant to that certain Assignment and Security Agreement, dated as of (insert date), by and between Lessor and Trustee. Following such assignment, Lessor may not assign this Agreement without the prior written consent of Maintenance Contractor, which consent shall not be unreasonably withheld. Maintenance Contractor may not assign this Agreement except to an affiliate or with the prior written consent of Lessor and Lessee, which consent shall not be unreasonably withheld. Trustee may assign this Agreement to its successor or assign pursuant to the terms of the Trust Agreement. Lessor, Trustee and Maintenance Contractor shall provide the other parties hereto with written notice of any such assignment.

5.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Lessor, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSOR:

NATIONAL FINANCE AUTHORITY (NEW HAMPSHIRE)

By: _____

(Insert Name)

(Insert Title)

IN WITNESS WHEREOF, the Lessee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSEE:

DEPARTMENT OF EDUCATION,
GOVERNMENT OF GUAM

By:_____

K. Erik Swanson Ph.D.

Superintendent of Department of Education

APPROVED AS TO FORM
AND LEGALITY:

_____

Douglas B.K. Moylan

Attorney General of Guam

By:_____

Lourdes Aflague Leon Guerrero

Governor of Guam

IN WITNESS WHEREOF, the Maintenance Contractor, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

MAINTENANCE CONTRACTOR:

(Insert Maintenance Contractor),

By:_____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Trustee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

TRUSTEE:

(Insert Trustee Entity)

As trustee for the Certificates

Name: _____

By: _____

Authorized Officer

EXHIBIT A

to

Insurance and Maintenance Agreement
dated as of (Insert Date)
by and among
National Finance Authority (New Hampshire), Lessor,
Department of Education, Government of Guam, Lessee,
(Insert Maintenance Contractor), Maintenance Contractor
And (Insert Trustee Entity), Trustee

Work Scope

30 Year Maintenance Program			Type			
	Typical School Facility Components for Maintenance	**Frequency**	Janitorial	Preventive	Unscheduled	Capital
1	**Paving**					
1.1	Asphalt - repair/seal of cracks	As required			x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required			x	
2	**Structural**					
2.1	Structural Damage Assessments	As required			x	
2.2	Foundation Repairs	As required			x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required			x	
2.4	Replacement of Structural Elements	As required			x	
2.5	Upgrading of Structural Elements	As required			x	
3	**Wall Systems**					
3.1	Doors including hardware	As required				x
3.2	Window Assemblies (including Aluminum Sash)	As required			x	x
3.3	Indoor Gym Bleachers that pull out from wall	As required		x		
3.4	Restroom Partitions (attached to wall)	As required			x	
4	**Floor Covering**					
4.1	Carpeting	Daily	x		x	x
4.2	Resilient Tile Flooring	Daily / weekly	x		x	x
4.3	Sports Flooring	Daily / weekly	x		x	x
5	**Painting**					
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces.	5-yr			x	x
5.2	Touch-up painting of walls	Monthly	x			
5.3	Exterior masonry, metal surfaces and trim	As required/5-yr			x	x
6	**Roofing**					
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	/5-yr			x	x
6.2	Flashings, Gutters, and Downspouts	As required		x	x	
6.3	Ceiling Tiles	As required			x	

30 Year Maintenance Program

Type

Janito

Preve

Unsch

Capita

	Typical School Facility Components for Maintenance	Frequency				
7	**Electrical**					
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required		x	x	
7.2	Panels and Boards	As required		x	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		x		
7.4	Main Power Distribution System	As required			x	
7.5	Interior and Exterior Power Distribution Systems	As required			x	
7.6	Interior and Exterior Lighting Systems including Interior and Exterior Incandescent and Fluorescent Lighting and Fixtures	As Required	x	x		
7.7	Equipment Connections	As required			x	
7.8	Conduits, Conductors and Cables	As required			x	
7.9	Maintenance and Repair of Stand by Generator and Transfer Switch	Per Mfr/As required		x	x	
8	**Plumbing**					
8.1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8.2	Underground Water Distribution Systems	As required			x	
8.3	Sewer piping, manholes within boundaries	As required			x	
8.4	Interior Water Supply	As required			x	
8.5	Interior and Exterior Plumbing, Connections, Piping and Fixtures, including heaters	As required / Per Mfr		x	x	x
9	**Air Conditioning/Ventilation**					
9.1	Air Conditioning Systems					
9.1.1	1.a Central Systems	wk, mo, qrtr, 5-yr	x	x		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr	x	x		x
9.2	2. Ventilation Systems					
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
9.2.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qrtr, 5-yr	x	x		x
10	**Fire Protection System**					
10.1	Testing and Certifying of Fire Protection System	Annually		x		
10.2	Maintenance of Fire Protection Riser and System	As required			x	
10.3	Maintenance of Fire Alarm System	Per Mfr		x	x	
10.4	Testing and Certifying of Kitchen Fire Protection System	Annually			x	
10.5	Inspection and Replacement of Fire Extinguishers	Monthly/As Required		x	x	x
11	**Kitchen Equipment**					
11.1	Kitchen Equipment Maintenance	Weekly/As Required			x	x
12	**Telecom and Internet**					
12.1	Telecommunication Conduits / wiring	As Required			x	
12.2	Public Address	Per Mfr		x		
13	**Landscaping and Lawns**					
13.1	Grass cutting and maintain all grounds including Sports field	Bi-weekly	x			
13.2	Walkway edging	Bi-weekly	x			
13.3	Tree Trimming / Hedging	Monthly	x			
13.4	Provide and maintain Necessary Lawn Care Equipment	As Required		x		x

30 Year Maintenance Program			Type			
		Frequency	Janitorial	Preventive	Unscheduled	Capital

	Typical School Facility Components for Maintenance					
14	**Custodial and Waste Collection**					
14.1	Garbage collection from classrooms, offices, restrooms and other building areas	Daily	x			
14.2	Site cleanup (hallways, walkways, parking lots, etc.)	Daily	x			
14.3	Waste removal by commercial hauler	Daily	x			
14.4	Classroom Floor polishing / waxing / sealing	Semi-Annually	x			
14.5	Restroom cleaning (Sweeping, mopping, wipe down of surfaces, Supply and replenishment of Paper Products, Soap)	Daily	x			
14.6	Restroom flushing and rinsing	Daily	x			
14.7	Classroom cleaning (Sweeping, mopping, wipe down of Student Desks, Cleaning of White boards)	Daily	x			
14.8	Cleaning of Windows and doors interior and exterior	Daily	x			
14.9	Flushing exterior walkways / pressure washing	Bi-weekly	x			
14.10	Pressure washing	Quarterly	x			
15	**Pest Control**					
15.1	Spraying for control of pests (Ants, Cockroaches and Rats)	Semi-Annually	x			
15.2	Control of Termites	Semi-Annually	x			x
16	**Elevator Maintenance**					
16.1	Certification	Semi-Annually		x		x
17	**Campus Security**					
17.1	On Site Security	24/7	x			

EXHIBIT B

Procedures for Settling Disputes

TO THE EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CHAPTER 6 OF TITLE 5 OF THE GUAM CODE ANNOTATED, IN ANY CASE IN WHICH THERE IS A DISPUTE BETWEEN THE PARTIES HERETO WITH RESPECT TO MATTERS UNDER THIS AGREEMENT, THE PROCEDURE FOR RESOLUTION OF THAT DISPUTE SHALL BE AS FOLLOWS:

THE AGGRIEVED PARTY OR PARTIES SHALL NOTIFY THE OTHER PARTY OR PARTIES OF THE GRIEVANCE IN WRITING. WHEN SUCH A NOTICE IS RECEIVED BY A PARTY, SUCH PARTY SHALL PROMPTLY INVESTIGATE, INSPECT, MEET, DISCUSS OR TAKE SUCH OTHER ACTION IS REASONABLY APPROPRIATE UNDER THE CIRCUMSTANCES TO ATTEMPT TO RESOLVE THE DISPUTE IN GOOD FAITH. APPROPRIATE ACTION SHALL INCLUDE, WITHOUT LIMITATION, PROMPT COMMUNICATION WITH THE AGGRIEVED PARTY OR PARTIES AND A PROPOSED COURSE OF ACTION TO RESOLVE THE PROBLEM. IF THE PARTIES ARE UNABLE TO RESOLVE THE PROBLEM WITHIN A REASONABLE PERIOD (NOT TO EXCEED THIRTY (30) DAYS AFTER THE NOTICE OF THE DISPUTE), THE MATTER SHALL BE SUBMITTED TO BINDING ARBITRATION.

ANY DISPUTE SUBMITTED TO ARBITRATION SHALL BE SETTLED BY ARBITRATION AT A MUTUALLY CONVENIENT LOCATION IN THE CITY OF HAGATNA, GUAM, DESIGNATED BY THE ARBITRATOR, BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED IN SUCH ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. WHEN RESOLVING A DISPUTE, THE ARBITRATOR SHALL APPLY THE PERTINENT PROVISIONS OF THIS AGREEMENT AND THE LAWS OF GUAM AND SHALL GIVE EFFECT TO STATUTES OF LIMITATIONS IN DETERMINING ANY CLAIM.

ANY ARBITRATOR DESIGNATED SHALL HAVE NOT LESS THAN TEN (10) YEARS EXPERIENCE IN LEGAL MATTERS PERTAINING TO THE INTERPRETATION AND IMPLEMENTATION OF THE LAWS OF GUAM RELATING TO COMMERCIAL REAL ESTATE TRANSACTIONS. DISCOVERY REQUESTS SHALL BE DETERMINED BY THE ARBITRATOR IN LIGHT OF THE PARTIES' DESIRE TO PROCEED INFORMALLY, AT MINIMAL EXPENSE.

ANY AND ALL FEES AND EXPENSES INCURRED BY THE PREYAILING PARTY IN THE ARBITRATION AS DETERMINED BY THE ARBITRATOR, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS, SHALL BE PAID BY THE NON-PREVAILING PARTY. THE PREVAILING PARTY SHALL BE DETERMINED BY THE ARBITRATOR, BASED UPON AN ASSESSMENT OF WHICH

PARTY'S MAJOR ARGUMENTS MADE OR POSITIONS TAKEN IN THE PROCEEDINGS COULD FAIRLY BE SAID TO HAVE PREVAILED OVER THE OTHER PARTY'S MAJOR ARGUMENTS OR POSITIONS ON MAJOR DISPUTED ISSUES IN THE ARBITRATOR'S DECISION. IF THE PARTY WHICH SHALL HAVE COMMENCED OR INSTITUTED THE ACTION, SUIT OR PROCEEDING SHALL DISMISS OR DISCONTINUE IT WITHOUT THE CONCURRENCE OF THE OTHER PARTY, SUCH OTHER PARTY SHALL BE DEEMED THE PREVAILING PARTY. AS USED IN THIS AGREEMENT, THE TERM "ATTORNEYS' FEES" INCLUDES, WITHOUT LIMITATION, ALL ATTORNEYS' AND PARALEGALS' FEES AND EXPENSES INCURRED IN CONNECTION WITH THE DISPUTE WHICH IS THE SUBJECT OF THE ARBITRATION PROCEEDING, INCLUDING, ATTEMPTING TO RESOLVE THE DISPUTE WITHOUT ARBITRATION, PREPARING FOR THE ARBITRATION, CONDUCTING THE ARBITRATION AND DEFENDING ANY REVIEW OF THE ARBITRATOR'S DECISION.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT ANY PARTY TO THIS AGREEMENT MAY INITIATE AND MAINTAIN AN ACTION FOR JUDICIAL RELIEF FOR THE PURPOSE OF SEEKING A PROVISIONAL OR ANCILLARY REMEDY OR CLEARING TITLE TO ANY PARCEL OF ANY NOTICE OF LIS PENDENS OR OTHER ENCUMBRANCE UPON TITLE.

NOTICE: BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO IS AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY GUAM LAW AND IS GIVING UP ANY RIGHTS SUCH PARTY MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT AND BY JURY TRIAL, AND ANY OTHER RIGHTS TO DISCOVERY AND APPEAL. IF AN PARTY REFUSES TO SUBMIT TO ARBITRATION, SUCH PARTY MAY, TO THE EXTENT PERMITTED BY LAW, BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE GUAM LAW.

End of Exhibit

EXHIBIT C

Budget for Initial Term of Lease

Management Fee	$ (Insert Amount)
Insurance Premiums	$ (Insert Amount)
Initial Maintenance Costs	$ (Insert Amount)
TOTAL	$ (Insert Amount)
	(insert correct amounts in all categories above based on final negotiations)

Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

250909 SSHS PROCRUMENT AND NEGOTATION TIMELINE .pdf

Thuy Nguyen <tnguyen@ssfm.com> Mon, Nov 17, 2025 at 10:58 AM
To: Donna Herrero <donna.herrero@dpw.guam.gov>

Hi Ms. Donna,

Please print attachment and email.

Best regards,

Thuy Nguyen | Program Technician

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 808.531.1308 | D 808.913.0346

From: Joseph W Duenas <jduenas@ssfm.com>
Sent: Tuesday, September 9, 2025 11:37 AM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>; Donna Herrero <donna.herrero@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: 250909 SSHS PROCRUMENT AND NEGOTATION TIMELINE .pdf
Importance: High

Hi Director,

As discussed on our call yesterday, attached you will find a Procurement & Negotiation Timeline for SSHS.

I've printed all other documents for your meeting that you requested as well to include DRAFT letter to GEDA.

Thanks,

Joe

SSFM International
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215 Rojas Street, Suite 213
Harmon, Guam 96913
Phone: (671) 646-7736
Fax: (671) 300-7738
Website www.ssfm.com

September 9, 2025

TO: Vincent P. Arriola, DPW Director

FR: Joseph W. Duenas, SSFM Pacific Area Manager

RE: SSHS PROCUREMENT & NEGOTATION TIMELINE
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Procurement & Negotiation Timeline

1. Proposals Due- Friday, May 23, 2025, at 4:00 p.m.
2. Proposer Interviews- Wednesday, June 4, 2025 – CTI & GEFF III; Thursday, June 5, 2025 - GPS
3. Selection Made- Thursday, June 5, 2025
4. Letter of Selection Issued to Core Tech- Friday, June 6, 2025
5. CTI Term Sheet Opened by DPW on June 24, 2025 at 11:25 a.m.
6. Negotiations Meetings with Core Tech.
   - 1st meeting – July 9, 2025, at 3:00 p.m.
   - 2nd meeting – July 18, 2025, at 9:00 a.m.
     i. Valued Engineering meeting with TRMA & SSFM – July 22, 2025, at 2:00 p.m.
     ii. Valued Engineering meeting with TRMA, SSFM, & GDOE - July 24, 2025, at 2:00 p.m.
   - 3rd meeting – July 29, 2025, at 9:00 a.m.
   - 4th meeting - August 12, 2025, at 9:00 a.m.
   - 5th meeting – August 21, 2025, at 3:00 p.m.
   - 6th meeting – August 29, 2025, at 3:00 p.m.
7. Memos from DPW to Core Tech.
   - Memo draft dated July 7, 2025
   - Memo draft dated July 16, 2025
   - Memo dated August 15, 2025
8. Memos from Core Tech to DPW.
   - Memo dated July 9, 2025,
   - Various Valued Engineering notes July 14, 2025; July 23, 2025
   - Memo dated August 22, 2025
   - Memo dated August 29, 2025, Pre Negotiation 6 meeting
   - Memo dated August 29, 2025, Post Negotiation 6 meeting

****

Gmail Donna Herrero <donna.herrero@dpw.guam.gov>

Re: E-SERVICE: Letter Re Sunshine Act Request Follow-up

Joshua D. Walsh <jdwalsh@rwtguam.com> Mon, Nov 17, 2025 at 11:29 AM
To: Donna Herrero <donna.herrero@dpw.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Sosanbra Salas <ssalas@rwtguam.com>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>

Hi Ms. Herrero,

Will we be able to pick up the electronic copy of the procurement record at 1pm, or some other point today?

Our record request from October 30 sought the procurement record for project 730-5-1059-L-YIG (SSHS). I just want a copy of the record as designated by the DPW procurement officer, not a review of numerous documents in a room. I appreciate your working with the director to get my client a response.

Kind Regards,

Joshua Walsh
RAZZANO WALSH & TORRES, P.C.
139 Murray Blvd. Ste. 100
Hagåtña, Guam 96910
(T): (671) 989-3009
(F): (671) 989-8750

This message has been sent as a part of discussion between Razzano Walsh & Torres, P.C. and the addressee whose name is specified above. Should you receive this message by mistake, we would be most grateful if you informed us that the message has been sent to you. In this case, we also ask that you delete this message from your mailbox, and do not forward it or any part of it to anyone else. Thank you for your cooperation and understanding.

[Quoted text hidden]

Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

SSHS Groundbreaking Ceremony Meeting Action Items

Jacky Sanchez <jacky.sanchez@coretechintl.com> Mon, Nov 17, 2025 at 2:14 PM
To: Carla Benita Masnayon <cdmasnayon@gdoe.net>, Thuy Nguyen <tnguyen@ssfm.com>
Cc: Younghoon Kim <younghoon.kim@coretechintl.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>, "Dr. Kenneth E. Swanson (Superintendent)" <keswanson@gdoe.net>, Vince Arriola <vince.arriola@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, "racanos@gdoe.net" <racanos@gdoe.net>, "angelene.rios@investguam.com" <angelene.rios@investguam.com>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Roy A.B. Quinata" <roy.quinata@guam.gov>, Ho Eun <ho.eun@coretechintl.com>, "krystal.paco@guam.gov" <krystal.paco@guam.gov>, "mason.obispo@guam.gov" <mason.obispo@guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Dear Ms. Carla,

Please see below responses:

1. In the event the designated parking is full, overflow should be on the grass area beyond the pine trees. – This is noted.
2. People to direct traffic will be needed just in case the flow of traffic is slow for people entering the campus. – We will handle. We have a dedicated group for traffic flow control, and they will handle this. Additionally, it has been suggested that a note or card for VIP parking be included in the invitations to easily identify VIPs. For this purpose, we will need the VIP list for tracking during the event day.
3. May we please place 2 tables for sign-in and 8 chairs in the area identified in the picture? – Noted and we will provide.

Thank you.

Best Regards,

Jacky D. Sanchez

CORE TECH INTERNATIONAL

388 S. Marine Corps Drive Suite 400, Tamuning, Guam 96913

www.coretechintl.com |Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671) 486-3004 | Email: jacky.sanchez@coretechintl.com

From: Carla Benita Masnayon <cdmasnayon@gdoe.net>
Sent: Monday, November 17, 2025 1:55 PM
To: Thuy Nguyen <tnguyen@ssfm.com>
Cc: Younghoon Kim <younghoon.kim@coretechintl.com>; Lester Carlson <lester.carlson@bbmr.guam.gov>; Dr. Kenneth E. Swanson (Superintendent) <keswanson@gdoe.net>; Vince Arriola <vince.arriola@dpw.guam.gov>; Donna Herrero <donna.herrero@dpw.guam.gov>; racanos@gdoe.net; angelene.rios@investguam.com; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Roy A.B. Quinata <roy.quinata@guam.gov>; Ho Eun <ho.eun@coretechintl.com>; Jacky Sanchez <jacky.sanchez@coretechintl.com>; krystal.paco@guam.gov; mason.obispo@guam.gov; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: Re: [EMAIL EXTERNAL] RE: SSHS Groundbreaking Ceremony Meeting Action Items

Good morning!

Going over the logistics for the event on Monday.

1. In the event the designated parking is full, overflow should be on the grass area beyond the pine trees.
2. People to direct traffic will be needed just in case the flow of traffic is slow for people entering the campus.
3. May we please place 2 tables for sign-in and 8 chairs in the area identified in the picture? Thank you!

Thank you very much for the consideration.

Carla Masnayon

On Fri, Nov 14, 2025 at 4:44 PM Thuy Nguyen <tnguyen@ssfm.com> wrote:

> Thank you Mr. Kim.
>
> Please let us know of any changes to the status for next week.
>
> Best regards,
>
> Thuy Nguyen | Program Technician

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 808.531.1308 | D 808.913.0346

From: Younghoon Kim <younghoon.kim@coretechintl.com>
Sent: Friday, November 14, 2025 4:41 PM
To: Thuy Nguyen <tnguyen@ssfm.com>
Cc: Lester Carlson <lester.carlson@bbmr.guam.gov>; Dr. Kenneth E. Swanson (Superintendent) <keswanson@gdoe.net>; Vince Arriola <vince.arriola@dpw.guam.gov>; Donna Herrero <donna.herrero@dpw.guam.gov>; racanos@gdoe.net; angelene.rios@investguam.com; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Roy A.B. Quinata <roy.quinata@guam.gov>; Ho Eun <ho.eun@coretechintl.com>; Jacky Sanchez <jacky.sanchez@coretechintl.com>; krystal.paco@guam.gov; mason.obispo@guam.gov; Carla Benita Masnayon <cdmasnayon@gdoe.net>
Subject: RE: SSHS Groundbreaking Ceremony Meeting Action Items

Email received from **EXTERNAL** sender. Confirm the content is safe prior to opening attachments or links.

Ms. Thuy,

Please be informed that we submitted the Demolition permit, Permit Number B 25000114, to DPW, and I will have a follow-up discussion on Monday with Mr. Benny San Nicolas.

Respectfully yours

Young Hoon KIM

Project Manager

CORE TECH INTERNATIONAL

388 S. Marine Corps Drive Suite 400, Tamuning, Guam 96913

www.coretechintl.com |Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671)486-1434 | Email: younghoon.kim@coretechintl.com

From: Thuy Nguyen <tnguyen@ssfm.com>
Sent: Friday, November 14, 2025 10:46 AM
To: Linda Ibanez <linda.ibanez@dpw.guam.gov>; Roy A.B. Quinata <roy.quinata@guam.gov>; Ho Eun <ho.eun@coretechintl.com>; Jacky Sanchez <jacky.sanchez@coretechintl.com>; krystal.paco@guam.gov; mason.obispo@guam.gov; Carla Benita Masnayon <cdmasnayon@gdoe.net>
Cc: Lester Carlson <lester.carlson@bbmr.guam.gov>; Dr. Kenneth E. Swanson (Superintendent) <keswanson@gdoe.net>; Vince Arriola <vince.arriola@dpw.guam.gov>; Donna Herrero <donna.herrero@dpw.guam.gov>; racanos@gdoe.net; Younghoon Kim <younghoon.kim@coretechintl.com>; angelene.rios@investguam.com
Subject: SSHS Groundbreaking Ceremony Meeting Action Items

Hello all,

Please review the action items from November 13, 2025 - SSHS Groundbreaking Ceremony Meeting. Please edit if needed.

Thank you,

Thuy Nguyen | Program Technician

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 808.531.1308 | D 808.913.0346

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--

Carla D. Masnayon, Principal
Simon Sanchez High School
331 N. Marine Corps Drive

Tamuning, Guam 96913

(T) 653-2313 (11:30 a.m. - 5:00 p.m.

SSHS Website: https://sshs.gdoe.net

Inquiries: SSHS@GDOE.NET

Email: cdmasnayon@gdoe.net

Guam Department of Education 2025

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Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

SSHS Groundbreaking Ceremony Meeting Action Items

Glenn Leon Guerrero <gguerrero@ssfm.com> Mon, Nov 17, 2025 at 3:44 PM
To: Carla Benita Masnayon <cdmasnayon@gdoe.net>, "Dr. Kenneth E. Swanson (Superintendent)" <keswanson@gdoe.net>
Cc: Younghoon Kim <younghoon.kim@coretechintl.com>, Vince Arriola <vince.arriola@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, "racanos@gdoe.net" <racanos@gdoe.net>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Roy A.B. Quinata" <roy.quinata@guam.gov>, Ho Eun <ho.eun@coretechintl.com>, Jacky Sanchez <jacky.sanchez@coretechintl.com>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Carla,

Could use your help in getting DOE to have the grass detailed especially just outside of the fence as people parking in the parking lot next to middle school will have to walk along the outside of the fence line to the ground breaking. Best if we can have cut before this weekend.

Glenn Guerrero |Senior Project Manager

SSFM International

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215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294 | M 671.488.1323

gguerrero@ssfm.com| www.ssfm.com

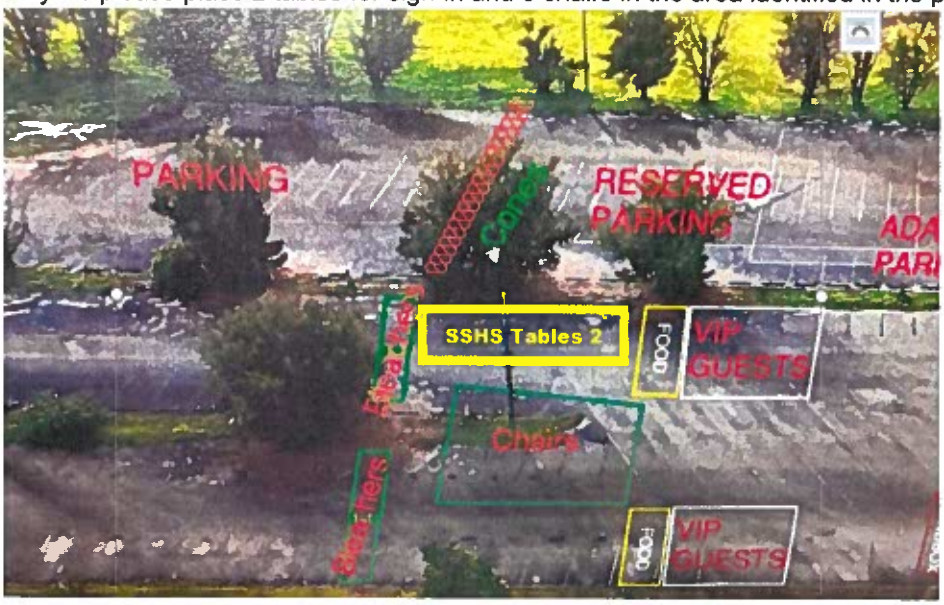
From: Carla Benita Masnayon <cdmasnayon@gdoe.net>
Sent: Monday, November 17, 2025 1:55 PM
To: Thuy Nguyen <tnguyen@ssfm.com>
Cc: Younghoon Kim <younghoon.kim@coretechintl.com>; Lester Carlson <lester.carlson@bbmr.guam.gov>; Dr. Kenneth E. Swanson (Superintendent) <keswanson@gdoe.net>; Vince Arriola <vince.arriola@dpw.guam.gov>; Donna Herrero <donna.herrero@dpw.guam.gov>; racanos@gdoe.net; angelene.rios@investguam.com; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Roy A.B. Quinata <roy.quinata@guam.gov>; Ho Eun <ho.eun@coretechintl.com>; Jacky Sanchez <jacky.sanchez@coretechintl.com>; krystal.paco@guam.gov; mason.obispo@guam.gov; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: Re: [EMAIL EXTERNAL] RE: SSHS Groundbreaking Ceremony Meeting Action Items

Email received from **EXTERNAL** sender. Confirm the content is safe prior to opening attachments or links.

Good morning!

Going over the logistics for the event on Monday.

1. In the event the designated parking is full, overflow should be on the grass area beyond the pine trees.
2. People to direct traffic will be needed just in case the flow of traffic is slow for people entering the campus.
3. May we please place 2 tables for sign-in and 8 chairs in the area identified in the picture? Thank you!



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Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

251117 DRAFT DPW SSHS FAQs Talking Points rev JDuenas

Joseph W Duenas <jduenas@ssfm.com> Mon, Nov 17, 2025 at 4:01 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Director,

As discussed in our meeting, attached you will find the updated DRAFT DPW SSHS FAQ's Talking Points for your review/ revision.

We recommend having fiscal (Lester) review it as well for accuracy on the financing/ P3 contract side.

Please let me know if you need anything further on this.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

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jduenas@ssfm.com | www.ssfm.com

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251117 DRAFT DPW SSHS FAQs Talking Points rev JDuenas.docx
27K

DPW Simon Sanchez High School Talking Points| FAQs
November 17, 2025

Q. What is the latest on Simon Sanchez High School?

A. A ceremonial groundbreaking is scheduled on Monday, November 24, 2025, 11 am, at the site of the new campus in Yigo. This ceremonial event marks a major milestone in full compliance with the Ma Kåhat Act and Guam procurement law, and continues years of coordinated effort between DPW, GDOE, GEDA, BBMR, and the Office of the Attorney General.

Q. What is the status of the contract?

A. A contract has been negotiated between Core Tech International (CTI) and the government to begin the design for permits, demolition of the existing SSHS facility, and clearing work.

As of November 17th, the contract has been signed by CTI, the Guam Department of Education (GDOE), and the Bureau of Budget Management & Research (BBMR). It is pending signatures by the Attorney General's Office and the Governor.

Once the contract is signed DPW will issue a Notice to Proceed for these specific activities in full accordance with procurement law.

A second contract, the Public Private Partnership (P3) contract, which consists of financing, the balance of construction, the leaseback, insurance and maintenance has also been negotiated and is being worked on by GEDA and its bond counsel.

Finalizing financing for a P3 structure typically takes approximately three months. This is normal for a financing instrument of this size and ensure bond compliance, proper underwriting, and adherence to federal and local procurement law.

Q. Why is the government issuing two contracts?

A. This is the most expedient path to building and opening the new Simon Sanchez High School. Two contacts accelerate demolition, design, and permitting work now while the P3 financing is finalized. This approach reduces total construction duration and gets students out of double sessions sooner.

Q. What is the funding source for these contracts.

A. The initial contract is funded by Guam's Fiscal Year 2026 Budget, P.L. 38-60, Chapter 1(8) and consistent with P.L. 37-22. The P3 contract is funded by the Makahat Act P.L. 37-022.

Q. What are some of the features of the new school?

A. The new Sanchez High School campus will feature:

- 87 classrooms, across three wings
- Accommodations for up to 2,000 students,
- A new administration building.
- Covered walkways
- Central courtyard
- Full sized gymnasium
- Spacious cafeteria designed for student activities.
- Dedicated JROTC classroom
- New auditorium
- Updated access roads and parking

Q. Do you anticipate protests or delays as with previous Simon Sanchez High School construction procurements?

A. We do not expect a protest. Every proposer publicly committed to putting Guam's students first, and a protest at this stage would directly contradict that promise.

This procurement has followed the law at every step, has undergone full legal review by the Attorney General's Office, and was conducted by a multi-agency evaluation committee that included GDOE, DPW, GEDA, DLM, and the principal of Simon Sanchez High School.

Any protest now would serve only one purpose- to delay the return of Simon Sanchez students to their rightful campus. It would prolong double sessions, keep families in limbo, and put corporate interest ahead of our children.

We believe all proposers, as members of this community, will honor their commitment and uphold the integrity of the process by allowing Guam's students and teachers to finally receive the school they deserve. A protest now doesn't hurt the government- it hurts the students. Anyone who delays this project owns that impact

****

DRAFT

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

Revised Limited Project Scope Agreement for SSHS

Younghoon Kim <younghoon.kim@coretechintl.com> Mon, Nov 17, 2025 at 4:29 PM
To: "K. Erik Swanson PhD" <keswanson@gdoe.net>, Lester Carlson <lester.carlson@bbmr.guam.gov>, Jon Junior M Calvo <jon.calvo@guam.gov>
Cc: Chit Bathan <chit.bathan@coretechintl.com>, Phobby Villanueva <phobby.villanueva@coretechintl.com>, Jacky Sanchez <jacky.sanchez@coretechintl.com>, Ho Eun <ho.eun@coretechintl.com>, Jeffrey Moots <jeffrey.moots@guam.gov>, Leslie Travis <leslie.travis@guam.gov>, Edward <edward.birn@doa.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "vince.arriola@dpw.guam.gov" <vince.arriola@dpw.guam.gov>, Christina Garcia <cgarcia@investguam.com>, Carla Masnayon <cdmasnayon@gdoe.net>, SSHS Engineers <sshs.engineers@coretechintl.com>

Dear Sirs,

As informed earlier, we submitted the Demolition Permit last Friday, and today, we are working on the steps below after a detailed discussion with Mr. Benny San Nicholas of DPW.

- Application fee paid, and Contractors License Board cleared.
- Peals Board is underway, and will submit the Demolition plan to GPA, GWA, and EPA tomorrow.
- Land Management Services(LMS) was not cleared because there is no contract.

Please advise how we can proceed.

Respectfully yours

Young Hoon KIM

Project Manager

CORE TECH INTERNATIONAL

388 S. Marine Corps Drive Suite 400, Tamuning, Guam 96913

www.coretechintl.com |Tel: (671)473-5000 | Fax: (671)473-5500

Cell.: (671)486-1434 | Email: younghoon.kim@coretechintl.com

From: Ho Eun <ho.eun@coretechintl.com>
Sent: Friday, November 14, 2025 10:59 AM
To: Lester Carlson <lester.carlson@bbmr.guam.gov>; Jeffrey Moots <jeffrey.moots@guam.gov>; Leslie Travis <leslie.travis@guam.gov>; Jon Junior M Calvo <jon.calvo@guam.gov>; Edward <edward.birn@doa.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; vince.arriola@dpw.guam.gov; Christina Garcia <cgarcia@investguam.com>; Carla Masnayon <cdmasnayon@gdoe.net>; K. Erik Swanson PhD <keswanson@gdoe.net>
Cc: Chit Bathan <chit.bathan@coretechintl.com>; Phobby Villanueva <phobby.villanueva@coretechintl.com>; Younghoon Kim <younghoon.kim@coretechintl.com>; Jacky Sanchez <jacky.sanchez@coretechintl.com>
Subject: RE: Revised Limited Project Scope Agreement for SSHS

Thank you for the revision. I've attached my signature for your convenience. If you need the original signature, please let me know so we can deliver it to the address you specify.

Best,

Ho

From: Lester Carlson <lester.carlson@bbmr.guam.gov>
Sent: Friday, November 14, 2025 10:45 AM
To: Jeffrey Moots <jeffrey.moots@guam.gov>; Lester Carlson <lester.carlson@bbmr.guam.gov>; Leslie Travis <leslie.travis@guam.gov>; Jon Junior M Calvo <jon.calvo@guam.gov>; Edward <edward.birn@doa.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; vince.arriola@dpw.guam.gov; Ho Eun <ho.eun@coretechintl.com>; Christina Garcia <cgarcia@investguam.com>; Carla Masnayon <cdmasnayon@gdoe.net>; K. Erik Swanson PhD <keswanson@gdoe.net>
Subject: Revised Limited Project Scope Agreement for SSHS

Please see attached, I have made some minor changes as well as adding the AG and the Governor's signature blocks. All else remains as originally submitted.

We need this agreement reviewed and approved for signature routing **EARLY NEXT WEEK.**

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

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Limited_Project_Scope_Agreement R2 (LESTER'S EDITS) 11 14 2025.pdf
241K

01-257

Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

FW: SSHS Groundbreaking Ceremony Walkthrough and Action Items

Donna Herrero <donna.herrero@dpw.guam.gov> Mon, Nov 17, 2025 at 4:38 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, "Roy A.B. Quinata" <roy.quinata@guam.gov>, Ho Eun <ho.eun@coretechintl.com>, jacky.sanchez@coretechintl.com, younghoon.kim@coretechintl.com, Carla Benita Masnayon <cdmasnayon@gdoe.net>, Krystal Paco-San Agustin <krystal.paco@guam.gov>, Mason Obispo <mason.obispo@guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "Jimmy D. Pangelinan" <jimdpangelinan@gdoe.net>, ccruz <ccruz@traguam.com>, Jon Junior Calvo <jon.calvo@guam.gov>, "donmuna@gmail.com" <donmuna@gmail.com>, Ina Carillo <icarillo@pbsguam.org>, Clynton Ridgell <clynton.ridgell@guam.gov>
Cc: "racanos@gdoe.net" <racanos@gdoe.net>, Lester Carlson <lester.carlson@bbmr.guam.gov>, "Dr. Kenneth E. Swanson (Superintendent)" <keswanson@gdoe.net>, Angelene Rios <angelene.rios@investguam.com>, John Calanayan <john.calanayan@dpw.guam.gov>, Thuy Nguyen <tnguyen@ssfm.com>

Good afternoon,

In preparation for the Groundbreaking Ceremony on Monday, November 24, we are calling for a walkthrough of logistic and planning this Thursday, November 20, 2025 at 9:00 AM at SSHS.

Please see the following action items and prepare for update. Also, some items to address.

1. Who is the event coordinator for the Groundbreaking Ceremony?
2. GPD for road traffic control
3. Ambulance due to amount of people on site.
4. Lawn care.
5. Golf cart.
6. Protocol seat assignment/name.

Person in Charge	Action Item	Status
CTI	1. Send Clearing and Grubbing Permit to Linda Ibanez (DPW) by Nov 14 – work with Benny San Nicolas (DPW Building Permits.	
	2. Provide an 8'x 16'event signage board for the event.	
	3. Provide safety support and direction of parking for VIPs – day of event.	
	4. Provide light refreshments for 300 people, 500 water bottles. **(Please specify what will be provided)**	
	5. Provide sandbox, shovel, and PPE for 25 people, get list from Roy Quinata (Governor's Office)	
	6. Provide/ setup canopy, chairs, tables, and porta potty.	

	7. Prepare and cut wall for demolition.	
	8. Provide site safety and security protocol for the demolition site.	
	9. Sign in tables.	
DPW- Linda Ibanez DPW Deputy Director	1. Approval of permits for clearing and grubbing. DPW will put name for the clearing permit.	
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	3. Confirm and finalize the "wow factor" with Alter X Ego – coordinate with CTI.	
	4. ~~Coordinate any required bussing (if available) for SSHS students.~~	No Need
Governor's Office – Roy Quinata	1. Send the finalized signboard to CTI by Nov. 14	Done
	2. Coordinate to finalize the number of participants (students, teachers, faculty) attending with SSHS Principal. Provide information to Groundbreaking Committee for proper planning.	
	3. Provide generator to support sound system and event needs.	
	4. Provide sound tech person for sound operation.	
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Protocol Office	1. Provide the participant list of VIPs and dignitaries.	
SSHS	1. Confirm number of students, faculty participating (i.e., JROTC Color Guard, Choir, SGA) – Roy Quinata will coordinate with SSHS Principal.	
	2. Bus/ Transportation – communicate with Roy Quinata ~~and DPW~~ for support.	
SSFM	1. Send out Action Items.	Done
	2. Assist with CTI Permits from DPW.	
Communication Office –	1. Coordinate press releases and media.	

Krystal Paco	2. Coordinate emcee.	

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

FW: SSHS Groundbreaking Ceremony Walkthrough and Action Items

Thuy Nguyen <tnguyen@ssfm.com> Mon, Nov 17, 2025 at 4:24 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "ernest.candoleta@dpw.guam.gov" <ernest.candoleta@dpw.guam.gov>

Hi Director Arriola,

Please see my email below for the Calendar invite.

The list to send to:

Vince Arriola <vince.arriola@dpw.guam.gov>;

Linda Ibanez <linda.ibanez@dpw.guam.gov>;

Roy A.B. Quinata <roy.quinata@guam.gov>;

Ho Eun <ho.eun@coretechintl.com>;

Jacky Sanchez jacky.sanchez@coretechintl.com Chris

Younghoon Kim younghoon.kim@coretechintl.com ~~Tina~~

Carla Benita Masnayon cdmasnayon@gdoe.net Carla

krystal.paco@guam.gov;

mason.obispo@guam.gov;

DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Jimmy D. Pangelinan <jimdpangelinan@gdoe.net>

Cedric Cruz Ccruz@traguam.com

Jon Jr Calvo **jon.calvo@guam.gov**

donmuna@gmail.com

icarillo@pbsguam.org

Please cc:

Donna Herrero <donna.herrero@dpw.guam.gov>;

Ron Canos racanos@gdoe.net;

Lester Carlson <lester.carlson@bbmr.guam.gov>; Tina

Dr. Kenneth E. Swanson (Superintendent) <keswanson@gdoe.net>;

Angelene Rios angelene.rios@investguam.com

John F. Calanayan john.calanayan@dpw.guam.gov

sshs.engineers@coretechintl.com

****

Hello all,

In preparation for the Groundbreaking Ceremony on Monday, November 24, we are calling for a walkthrough of logistic and planning this Thursday, November 20, 2025 at 9:00 AM at SSHS.

Please see the following action items and prepare for update. Also, some items to ~~think about~~ address.

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	5. Provide sandbox, shovel, and PPE for 25 people, get list from Roy Quinata (Governor's Office)	
	6. Provide/ setup canopy, chairs, tables, and porta potty.	
	7. Prepare and cut wall for demolition.	
	8. Provide site safety and security protocol for the demolition site.	
	9. Sign in tables.	

Best regards,

Thuy Nguyen | Program Technician

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 808.531.1308 | D 808.913.0346

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DPW- Linda Ibanez DPW Deputy Director	1. Approval of permits for clearing and grubbing. DPW will put name for the clearing permit.	
	2. Approval of permits for fire and demolition for the wall.	
	3. Confirm and finalize the "wow factor" with Alter X Ego – coordinate with CTI.	
	4. ~~Coordinate any required bussing (if available) for SSHS students.~~	No Need
Governor's Office – Roy Quinata	1. Send the finalized signboard to CTI by Nov. 14	Done
	2. Coordinate to finalize the number of participants (students, teachers, faculty) attending with SSHS Principal. Provide information to Groundbreaking Committee for proper planning.	
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	2. Bus/ Transportation – communicate with Roy Quinata ~~and DPW~~ for support.	
SSFM	1. Send out Action Items.	Done
	2. Assist with CTI Permits from DPW.	
Communication Office – Krystal Paco	1. Coordinate press releases and media.	
	2. Coordinate emcee.	

21-2576

Gmail Vince Arriola <vince.arriola@dpw.guam.gov>

FAQ's for SSHS

Lester Carlson <lester.carlson@bbmr.guam.gov> Mon, Nov 17, 2025 at 4:54 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>

I'm good with this 👍👍👍

On Mon, Nov 17, 2025 at 4:24 PM Vince Arriola <vince.arriola@dpw.guam.gov> wrote:
Lenny....I sent to almost all of Adelup...i had an old address of yours...please review...

Vincent P. Arriola

Director, Department of Public Works

542 North Marine Corp Drive,

Tamuning, Guam 96913

(671) 646-3131

---------- Forwarded message ---------
From: **Vince Arriola** <vince.arriola@dpw.guam.gov>
Date: Mon, Nov 17, 2025 at 4:23 PM
Subject: FAQ's for SSHS
To: Jon Junior M Calvo <jon.calvo@guam.gov>, Clynton Ridgell <clynton.ridgell@guam.gov>, Jeffrey Moots <jeffrey.moots@guam.gov>, Leslie Travis <leslie.travis@guam.gov>, Lester Carlson <lester.carlson@oldbbmr.guam.gov>, Krystal Paco-San Agustin <krystal.paco@guam.gov>, Roy A.B. Quinata <roy.quinata@guam.gov>, Mason Obispo <mason.obispo@guam.gov>, Tina Garcia <cgarcia@investguam.com>, K. Erik Swanson PhD <keswanson@gdoe.net>
Cc: Gov. Lourdes A. Leon Guerrero <governor@guam.gov>, Lieutenant Governor <lt.governor@guam.gov>

Hafa Adai Team....
PLease see the attached Q&A talking points for our current SSHS project. I know questions have been rolling in about the next steps, financing...and construction. Hope this helps...especially in speaking with one voice.
Lemme know if you have any questions or concerns.....

Vincent P. Arriola

Director, Department of Public Works

542 North Marine Corp Drive,

Tamuning, Guam 96913

(671) 646-3131

21-25th

Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

FW: SSHS Groundbreaking Ceremony Walkthrough and Action Items

Linda Ibanez <linda.ibanez@dpw.guam.gov> Mon, Nov 17, 2025 at 5:55 PM
To: Carla Benita Masnayon <cdmasnayon@gdoe.net>
Cc: Donna Herrero <donna.herrero@dpw.guam.gov>

Hi Ms Carla!

Time for pick and location please.

On Mon, Nov 17, 2025 at 5:14 PM Carla Benita Masnayon <cdmasnayon@gdoe.net> wrote:

> Hello Ms. Linda!
>
> I have been surveying the groups participating in the event and many of the students need transportation to school. May I request for 3 buses please for the following groups:
>
> 1. JROTC cadets
> 2. LaVoce Choir
> 3. Band
> 4. Inetnon Halu'u
>
> I appreciate any assistance you can provide.
>
> Thank you!
> Carla
>
> On Mon, Nov 17, 2025 at 4:35 PM Donna Herrero <donna.herrero@dpw.guam.gov> wrote:
>
> > Good afternoon,
> >
> > In preparation for the Groundbreaking Ceremony on Monday, November 24, we are calling for a walkthrough of logistic and planning this Thursday, November 20, 2025 at 9:00 AM at SSHS.
> >
> > Please see the following action items and prepare for update. Also, some items to address.
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Governor's Office – Roy Quinata	1. Send the finalized signboard to CTI by Nov. 14	Done
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	2. Assist with CTI Permits from DPW.	
Communication Office – **Krystal Paco**	1. Coordinate press releases and media.	
	2. Coordinate emcee.	

--
Carla D. Masnayon, Principal
Simon Sanchez High School
331 N. Marine Corps Drive
Tamuning, Guam 96913
(T) 653-2313 (11:30 a.m. - 5:00 p.m.
SSHS Website: https://sshs.gdoe.net
Inquiries: SSHS@GDOE.NET
Email: cdmasnayon@gdoe.net

Guam Department of Education 2025

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION
PAN AMERICAN BUILDING
139 Murray Blvd Suite 100
Hagåtña, Guam 96910

November 19, 2025

BID PROTEST

THIS IS A PRE-AWARD PROCUREMENT PROTEST OF DEPARTMENT OF PUBLIC WORKS PROJECT NO. 730-5-1059-L-YIG (THE "PROJECT"), AND AS SUCH THIS CORRESPONDENCE SERVES AS A STATUTORY TRIGGER FOR AN AUTOMATIC STAY REGARDING THE CONTINUED PROCUREMENT OF THE PROJECT. PURSUANT TO 5 GCA § 5425(G), THE TERRITORY SHALL NOT PROCEED FURTHER WITH THE SOLICITATION OR WITH THE AWARD OF THE CONTRACT PRIOR TO FINAL RESOLUTION OF THIS PROTEST.

VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov

Dear Director Arriola:

Our office continues to represent General Pacific Services ("GPS"), an offeror on Project No. 730-5-1059-L-YIG (the "project"). On November 17, 2025, the Department of Public Works ("DPW") provided our attorneys with a group of documents it stated was the procurement record generated for the project — more than two weeks after the procurement record was originally requested. Instead of a single procurement record as required by law, the agency pointed to 18 separate unordered documents consisting of 74 total pages. It strains credulity for DPW to claim that this group of documents is indeed the procurement record for Project No.

730-5-1059-L-YIG, especially when held up against a project cost in excess of $140,000,000.00 dollars.

The incomplete documents purporting to be a procurement record, the impending award to Core Tech International ("CTI"), and the requirement that GPS bring these reasons for its aggrievement under the procurement law to DPW's attention in a timely manner compel the instant submission of this protest with your agency, without prejudice to any further ground for protest that may be contained in the complete procurement record.

The current grounds for GPS' protest are summarized here:

1. Because DPW was delayed in preparing the procurement record and has not provided GPS with the entire record of this procurement kept by DPW, GPS is compelled to protest what it views as an incomplete and improperly kept record of procurement.

2. The production of November 17, 2025, cannot, as a matter of law, be used to support a contract award to CTI. Guam law mandates that "each procurement officer shall maintain a complete record of each procurement." 5 G.C.A. § 5249. The basic requirements under 5 G.C.A. § 5249 mandate that each procurement officer maintain a complete procurement record that contains: (1) meeting records with dates, times, subject matter, and participants; (2) communication logs between government employees and the public, bidders, vendors, or manufacturers; (3) sound recordings of pre-bid conferences, negotiations, and small purchase discussions; (4) vendor brochures, submittals, and all drafts used in specification development; and (5) the requesting agency's determination of need. Additional requirements apply for specific procurement types, including extensive record-keeping for competitive sealed bidding processes. Moreover, no procurement award may be made without written certification under penalty of perjury that complete records have been maintained and are available for public inspection. These all appear to be missing from the 74-page record. Guam law categorically and independently prevents an award when the material record of the procurement was not properly maintained. Under Guam law, "a complete procurement record is required by law for an award," *Teleguam Holdings LLC v. Territory of Guam*, 2018 Guam 5, ¶ 35 (Guam May 14, 2018), citing 5 G.C.A. § 5250.

3. To the extent that the procurement record is incomplete, GPS cannot fully examine any other grounds for protest at this time, but reserves its right to protest on any additional ground should the procurement record subsequently be furnished.

RELIEF REQUESTED

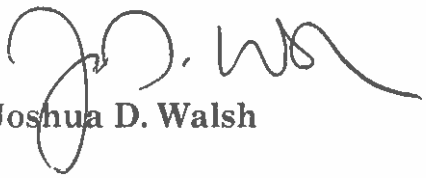
GPS requests that DPW render a decision that:

1. Determines that the lack of a procurement record prevents an award to CTI;
2. Determines that DPW must reissue the procurement so that a proper record can be kept from the inception, thus providing the public with a legal record that justifies and records the procurement process and decisions that are made.

Finally, this is a pre-award procurement protest of Department of Public Works Project No. 730-5-1059-L-YIG, and as such this correspondence statutorily triggers the Automatic Stay. Pursuant to 5 GCA § 5425(g), the Territory shall not proceed further with the solicitation or with the award of the contract prior to final resolution of this protest.

We look forward to your prompt and expeditious resolution of this protest.

Sincerely,



Joshua D. Walsh

listing of all contracts made under §§ 5214 and 5215 of this Chapter for a minimum of five (5) years. The record shall contain:

(1) each contractor's name;

(2) the amount and type of each contract;

(3) a listing of the supplies, services or construction procured under each contract; and

(4) a report detailing the justification as to why the procurement transaction was determined to be a sole source procurement or an emergency procurement and the funding source used, pursuant to this Chapter.

(b) Submission to *I Liheslatura*. A copy of such record shall be submitted to *I Liheslatura* on a monthly basis. The record shall be available for public inspection.

SOURCE: GC § 6964.3. MPC § 3-704. Amended by P.L. 36-035:2 (June 11, 2021).

2024 NOTE: Reference to the "Legislature" replaced with *I Liheslatura* pursuant to 2 GCA § 1101.

§ 5249. Record of Procurement Actions.

Each procurement officer shall maintain a complete record of each procurement. The record shall include the following:

(a) the date, time, subject matter and names of participants at any meeting including government employees that is in any way related to a particular procurement;

(b) a log of all communications between government employees and any member of the public, potential bidder, vendor or manufacturer which is in any way related to the procurement;

(c) sound recordings of all pre-bid conferences; negotiations arising from a request for proposals and discussions with vendors concerning small purchase procurement;

(d) brochures and submittals of potential vendors, manufacturers or contractors, and all drafts, signed and dated by the draftsman, and other papers or materials used in the development of specifications; and

(e) the requesting agency's determination of need.

SOURCE: GC § 6964.4 added by P.L. 18-044:17 (Nov. 14, 1986).

§ 5250. Certification of Record.

No procurement award shall be made unless the responsible procurement officer certifies in writing under penalty of perjury that he has maintained the record required by § 5249 of this Chapter and that it is complete and available for public inspection. The certificate is itself a part of the record.

SOURCE: GC § 6964.5 added by P.L. 18-044:18 (Nov. 14, 1986).

§ 5251. Public Record.

The record required by § 5249 of this Chapter is a public record and, subject to rules promulgated by the Public Auditor, any person may inspect and copy any portion of the record.

SOURCE: GC § 6964.6 added by P.L. 18-044:19 (Nov. 14, 1986). Amended by P.L. 28-068:IV:66 (Sept. 30, 2005).

§ 5252. Rules for Procurement Records.

The rules promulgated pursuant to § 5251 of this Chapter shall:

(a) protect the integrity of the bidding process;

COL 2025-08-27

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION

PAN AMERICAN BUILDING
139 Murray Blvd Suite 100
Hagåtña, Guam 96910

November 7, 2025

VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov

Re: General Pacific Services Request for Documents for New Simon Sanchez High School (FDDBLM); Project No. 730-5-1059-L-YIG

Dear Director Arriola,

I write to follow up on my client's Sunshine Act Request of October 30, 2025. More than a week has elapsed, and my office has still not received a response regarding our request for the procurement record kept for Project No. 730-5-1059-L-YIG. We look forward to your immediate response.

Sincerely,

Joshua D. Walsh

(T): 671-989-3009 • (F): 671-989-8750 • www.rwtguam.com
Electronic Service: eservice@rwtguam.com • Sender's Direct Email: jdwalsh@rwtguam.com

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

17 NOV 2025

COPY

Attorney Joshua D. Walsh
Razzano Walsh & Torres
A Professional Corporation
Pan American Building
139 Murray Blvd. Suite 100
Hagatna, Guam 96910

Re: General Pacific Services Request for Documents for New Simon Sanchez High School (FDDBLM); Project No. 730-5-1059-L-YIG

Attorney Walsh,

This serves to respond to your FOIA request dated Oct. 30, 2025 requesting documents and correspondence related to the New Simon Sanchez High School. The requested documents are contained on the thumb drive attached.

Please contact my office at 671-646-3131 should you have any questions.

Sincerely,

Vincent P. Arriola,
Director

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION

PAN AMERICAN BUILDING
139 Murray Blvd Suite 100
Hagåtña, Guam 96910

November 7, 2025

VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov

Re: General Pacific Services Request for Documents for New Simon Sanchez High School (FDDBLM); Project No. 730-5-1059-L-YIG

Dear Director Arriola,

I write to follow up on my client's Sunshine Act Request of October 30, 2025. More than a week has elapsed, and my office has still not received a response regarding our request for the procurement record kept for Project No. 730-5-1059-L-YIG. We look forward to your immediate response.

Sincerely,

Joshua D. Walsh

(T): 671-989-3009 • (F): 671-989-8750 • www.rwtguam.com
Electronic Service: eservice@rwtguam.com • Sender's Direct Email: jdwalsh@rwtguam.com

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

Attorney Joshua D.Walsh
Razzano Walsh & Torres
A Professional Corporation
Pan American Building
139 Murray Blvd. Suite 100
Hagata, Gu 96910

FOIA requests for SSHS : Thumb drive

Print: Kiino Ferrer

Signature

Date: 11/17/25

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

MEMORANDUM TO PROCUREMENT FILE

October 20, 2025

FROM: VINCENT P. ARRIOLA, DIRECTOR

FOR: PROCUREMENT FILE

SUBJECT: **EVALUATION COMMITTEE LETTER OF DETERMINATION**
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

REFERENCE: Makahat Act (5GCA Ch. 58D, as amended by P.L. 37-222) and applicable Guam procurement laws

Purpose

This Letter of Determination documents the evaluation and ranking of proposals received under RFP No. 730-5-1059-L-YIG for the New Simon Sanchez High School (FDDBLM) Project. It summarizes the Evaluation Committee's findings and recommendation for issuance of a Notice of Intent to Award to the highest-ranked proposer, consistent with the RFP, the Ma Kåhat Act, and Guam procurement requirements. This letter is prepared for inclusion in the official procurement file and for review by the Office of the Attorney General prior to the NOIA.

Composition of Evaluation Committee

Pursuant to the Ma Kåhat Act, the Evaluation Committee was composed of:

1. Superintendent of the Guam Department of Education (Chair)
2. Director of the Department of Public Works or designee (Deputy Director)
3. DPW Building Permits Administrator
4. Director of Land Management or designee (Chief Planner)
5. Administrator of the Guam Economic Development Authority or designee (Deputy Administrator)
6. Principal of Simon Sanchez High School or designee

Each member executed conflict-of-interest and non-disclosure certifications in accordance with DPW policy. All designated members were present and participated fully in the evaluation.

Procurement Background

- RFP Issued: March 28, 2025

- Mandatory Pre-Proposal Conference: April 4, 2025
- Proposal Due Date: May 23, 2025
- Presentations & Q&A Sessions: June 4–5, 2025
- Three (3) proposals were received and evaluated:
  1. Core Tech International, LLC (CTI)
  2. General Pacific Services (GPS)
  3. Guam Education Finance Foundation III, Inc. (GEFF)

Evaluation Process

1. Each Committee member individually reviewed and scored each proposal in accordance with Section XXXV of the RFP (Evaluation Criteria) and Section XXXVI (Evaluation, Rating and Selection Table).
2. Scoring was based solely on qualifications; sealed Term Sheets and Price/Financing Proposals remained unopened until after ranking.
3. Each member's individual scores were compiled and summed to determine the total points for each Proposer. The Proposer with the highest aggregate score was ranked first.
4. Following presentations and Q&A sessions with each Proposer, the Committee finalized its rankings and the Chair formally notified the DPW Director of the results.
5. Upon authorization, the Government entered into negotiations with the highest-ranked Proposer (Core Tech International, LLC) on construction scope and cost in accordance with RFP Section XL through XLII (Negotiation and Award of Contract).

Evaluation Criteria Applied

As stated in the RFP, the Committee evaluated proposals on the following qualitative factors:

1. Experience and Qualifications – Relevant experience in finance/design/build/lease/maintenance projects.
2. Technical Approach and Project Implementation Plan – Methodology, schedule, risk mitigation.
3. Team Organization and Key Personnel – Capability and experience of proposed team.
4. Project Understanding and Creativity – Responsiveness to RFP objectives and innovation.
5. Financial Capacity and Lease/Leaseback Capability – Demonstrated ability to finance and manage long-term capital maintenance.

Results and Rankings

After independent scoring and tabulation, the Evaluation Committee tabulated the results with the final rankings:

1st Core Tech International, LLC (CTI)
2nd General Pacific Services (GPS)
3rd Guam Education Finance Foundation III, Inc. (GEFF)

The Committee determined that Core Tech International, LLC is the most qualified and responsive Proposer and therefore recommends it for the first opportunity to negotiate a contract pursuant to the RFP and the Ma Kåhat Act.

Compliance and Conclusion

The Evaluation Committee confirms that the procurement process was conducted in accordance with the Ma Kåhat Act and applicable Guam procurement laws and regulations. All advertising, receipt, evaluation, and

ranking procedures complied with the RFP's stated requirements and the principles of fairness and transparency. This Letter of Determination is executed prior to the Notice of Intent to Award and is placed in the procurement file for Attorney General review and audit record.

Recommendation

The Evaluation Committee hereby recommends issuance of a Notice of Intent to Award to Core Tech International, LLC, subject to completion of ongoing negotiations and all final administrative and legal approvals.

Signatures of Evaluation Committee

Executed pursuant to statutory composition of the Ma Kåhat Act.

1. _____ Date: 10/22/25
Superintendent, Guam Department of Education – Chair

2. _____ Date: 22 OCT 2025
Deputy Director, Department of Public Works (Designee of Director)

3. _____ Date: 10-22-2025
Building Permits Administrator, Department of Public Works

4. _____ Date: 10.22.25
Chief Planner, Department of Land Management (Designee of Director)

5. Christina Garcia _____ Date: 10.22.25
Deputy Administrator, Guam Economic Development Authority (Designee of Administrator)

6. _____ Date: 10/22/25
Principal, Simon Sanchez High School

Sincerely,

VINCENT P. ARRIOLA
Director

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

Simon Sanchez High School Demolition Permit Questions

28 OCT 2025

Benny San Nicolas <benny.sannicolas@dpw.guam.gov> Thu, Oct 23, 2025 at 8:25 AM
To: Joseph W Duenas <jduenas@ssfm.com>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Ed Hipolito <ehipolito@ssfm.com>, Cedric Cruz <Ccruz@traguam.com>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hafa Adai, Mr. Duenas,

Congratulations on your team's selection as the new Simon Sanchez High School construction manager. I can rest assured that it'll be compliant and well-watched.

To answer your questions:

1. What are the steps for a Demolition Permit?

- Filling out the Building Permit Application.
- Provide a Site Property Map.

2. Which agencies will need to review and sign off on this, and how long does it typically take for a review?

- The Department of Land Management (usually one day).
- The Contractors Licensing Board (usually one day).
- The Guam Environmental Protection Agency (it depends).

3. What does the contractor need to submit to DPW to get the Permit going?

- A contractual agreement.

4. There were previous Demolition Plans done by TRMA.. Can this set of plans be used?

- Yes, that will not be a problem.

5. What is required by DPW from the contractor to submit the Permit (i.e., signed contract,/NTP, etc.)?

- Filled out Building Permit Application.
- Provide a Site Property Map.
- A contractual agreement.

6. Can the contractor start the Demolition Permit approvals prior to a signed contract/NTP?

- No, there are liability concerns and safety.

7. Any suggestions on how we might help DPW move this process forward as we await for the final contract?

- Complete the Building Permit Application and submit all supporting documents.

Please let me know if you have additional questions.

V/R

Benny R. San Nicolas
Safety Administrator
A. Bldg. Insp. and Permits Administrator
Department of Public Works, Director's Office

[Quoted text hidden]

2009_IBC_Demolition.pdf
43K

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

Simon Sanchez High School Demolition Permit Questions

Joseph W Duenas <jduenas@ssfm.com> Wed, Oct 22, 2025 at 9:28 AM
To: Benny San Nicolas <benny.sannicolas@dpw.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Ed Hipolito <ehipolito@ssfm.com>, Cedric Cruz <Ccruz@traguam.com>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Benny,

I hope this email finds you doing well.

As you are aware, SSFM is the Construction Manager for the new Simon Sanchez High School. At present, we are still awaiting the contract from GEDA. In anticipation of this, we would like to be begin planning for the demolition phase. This will ensure the project moves forward quickly for DPW once the final contract is signed.

We have several questions for you…

1. What are the steps required for the Demolition Permit?
2. Which agencies will need to review sign off on this and how long does it typically take for review?
3. What does the contractor need to submit to DPW to get the permit going?
4. There were previous demolition plans done by TRMA, can this set of plans be used?
5. What is required by DPW from the contractor to submit the permit (i.e., signed contract, NTP, etc.)?
6. Can the contractor start the demolition permit approvals prior to a signed contract/ NTP?
7. Any suggestions on how we might help DPW move this process forward as we await for the final contract?

Any information you can provide on the above, will be helpful.

Thank you!

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 671.646.7736 | F 671.300.7738
jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

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To: Linda Ibanez
Deputy Director
Department of Public Works

Fr: Joseph Guthrie
Chief Deputy Attorney General
Solicitor Division

Re: New Simon Sanchez High School
Project No. 730-5-1059-L-YIG

Date: October 24, 2025

Please be advised that I'll be responding to DPW and the Government's Negotiating Team on behalf of the Office of the Attorney General concerning documents and matters related to the New Simon Sanchez High School.

With respect to the draft *Notice of Intent to Award* and draft notifications to the other proposers, our responses are as follows:

- The draft notifications can be finalized as written.
- Regarding the *Notice of Intent to Award*, we recommend finalizing it with items 1-3 as drafted and adding the following paragraph:

"You are further requested to provide the Executed Formal Contract and the Performance and Payment Bond within fifteen (15) calendar days of those documents being finalized."

Except as noted above, the remainder of the *Notice of Intent to Award* and accompanying notifications may be finalized as revised by the Evaluation Committee.

In closing, please ensure that AAG Keeler is included in all future communications regarding this matter. Kindly also copy me on any correspondence or updates moving forward. I am aware that a Non-Disclosure Agreement for this project is in place, which I will be submitting shortly. Please contact our office if you have any questions. Thank you.

Joseph A. Guthrie
Chief Deputy Attorney General

Office of the Attorney General
Douglas B. Moylan · Attorney General of Guam
134 W Soledad Avenue, Ste 302 · *Hagåtña*, Guam 96910 · USA
671-475-2709 · 671-475-2493 (fax) · *solicitors@oagguam.org* · www.guamattorneygeneral.org
"Guam's Toughest Law Enforcers"

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

October 27, 2025

John Sage, P.E.
Guam Education Finance Foundation III, Inc.
3340 Peachtree Road, Suite 1780
Atlanta, Georgia 30326

SUBJECT: **NOTIFICATION OF NOTICE OF INTENT TO AWARD ISSUANCE**
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Buenas yan Hâfa Adai! The Department of Public Works (DPW), on behalf of the Government of Guam, wishes to thank you for your participation in the procurement for the New Simon Sanchez High School (FDDBLM) project. After thorough evaluation of all proposals and completion of negotiations conducted pursuant to the Request for Proposals, the Government of Guam has determined to issue a Notice of Intent to Award to Core Tech International (CTI) as the selected developer for this project. Please be advised that this notice does not constitute a contract award.

This notice is provided to all offerors in accordance with 5 GCA §5425 and applicable Guam Procurement Regulations.

DPW greatly appreciates your effort and interest in this major public infrastructure project and encourages your continued participation in future Government of Guam procurements.

Should you have any questions, please contact John Calanayan, Capital Improvement Projects and Contracts Administration Section, at (671) 646-3189.

Sincerely,

VINCENT P. ARRIOLA
DIRECTOR

Gmail

John F. Calanayan <john.calanayan@dpw.guam.gov>

Notification of Notice of Intent to Award

2 messages

John F. Calanayan <john.calanayan@dpw.guam.gov> Mon, Oct 27, 2025 at 11:09 AM
To: John Sage <kiwijohnkohi@yahoo.com>, Tom Keeler <tkeeler@oagguam.org>, Joseph Guthrie <jguthrie@oagguam.org>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Vincent P. Arriola (Vince.Arriola@dpw.guam.gov)" <vince.arriola@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "keswanson@gdoe.net" <keswanson@gdoe.net>

Mr. John Sage,

Forwarded below is the sign copy of the Notification of NOTICE OF INTENT OF AWARD Issuance. Please acknowledge receipt of this email. Thank you

John

GEFF.pdf
47K

Tom Keeler <tkeeler@oagguam.org> Mon, Oct 27, 2025 at 11:14 AM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: Krista Cruz-Lynch <kcruz-lynch@oagguam.org>, Danielle Tenorio-Balbas <dtenorio-balbas@oagguam.org>

Acknowledged.

[Quoted text hidden]

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

Notification of Notice of Intent to Award

John Sage <kiwijohnkohi@yahoo.com> Mon, Oct 27, 2025 at 5:04 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, Joseph Guthrie <jguthrie@oagguam.org>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Vincent P. Arriola (Vince.Arriola@dpw.guam.gov)" <vince.arriola@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "keswanson@gdoe.net" <keswanson@gdoe.net>

John,

Notice received.

Thanks,
John

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Monday, October 27, 2025 11:09 AM
To: John Sage <kiwijohnkohi@yahoo.com>; Tom Keeler <tkeeler@oagguam.org>; Joseph Guthrie <jguthrie@oagguam.org>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Vincent P. Arriola (Vince.Arriola@dpw.guam.gov) <vince.arriola@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>; keswanson@gdoe.net <keswanson@gdoe.net>
Subject: Notification of Notice of Intent to Award

[Quoted text hidden]

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lahi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

October 27, 2025

Philip Roberto
General Pacific Services
265 Mamis Street
Tamuning, Guam 96913

SUBJECT: **NOTIFICATION OF NOTICE OF INTENT TO AWARD ISSUANCE**
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Buenas yan Hafa Adai! The Department of Public Works (DPW), on behalf of the Government of Guam, wishes to thank you for your participation in the procurement for the New Simon Sanchez High School (FDDBLM) project. After thorough evaluation of all proposals and completion of negotiations conducted pursuant to the Request for Proposals, the Government of Guam has determined to issue a Notice of Intent to Award to Core Tech International (CTI) as the selected developer for this project. Please be advised that this notice does not constitute a contract award.

This notice is provided to all offerors in accordance with 5 GCA §5425 and applicable Guam Procurement Regulations.

DPW greatly appreciates your effort and interest in this major public infrastructure project and encourages your continued participation in future Government of Guam procurements.

Should you have any questions, please contact John Calanayan, Capital Improvement Projects and Contracts Administration Section, at (671) 646-3189.

Sincerely,

VINCENT P. ARRIOLA
DIRECTOR

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

October 27, 2025

Mr. Eun Ho, Chairman
Core Tech International
388 South Marine Corps Drive, Suite 400
Tamuning, Guam 96913

SUBJECT: **NOTICE OF INTENT TO AWARD**
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Buenas yan Hafa Adai! Following the evaluation of proposals and subsequent negotiations under the Request for Proposals for the New Simon Sanchez High School Project, the Department of Public Works (DPW), on behalf of the Government of Guam, hereby issues this Notice of Intent to Award to Core Tech International (CTI) as the Selected Developer.

You are requested to provide the following within fifteen (15) calendar days of receipt of this notice:

1. Construction Phase Insurance Coverage
2. Written clearance from the Department of Revenue and Taxation
3. Current Business License

You are further requested to provide the Executed Formal Contract and the Performance and Payment Bond within fifteen (15) calendar days of those documents being finalized.

This Notice of Intent to Award does not constitute a contract. The intended award remains expressly subject to:

- Final agreement on financing, insurance, and maintenance terms; and
- Execution of all final contract and financing documents related to the lease-leaseback and bond issuance.

Pursuant to 5 GCA §5425, any actual or prospective offeror or contractor who is aggrieved by this intended award may file a written protest in the timeline prescribed from the date of this notice. Should you require additional information, please contact John Calanayan at DPW Capital Improvement Projects and Contracts Administration Section at (671) 646-3189.

Sincerely,

VINCENT P. ARRIOLA
DIRECTOR

Gmail John F. Calanayan <john.calanayan@dpw.guam.gov>

Notice of Intent to Award

3 messages

John F. Calanayan <john.calanayan@dpw.guam.gov> Mon, Oct 27, 2025 at 10:58 AM
To: ho.eun@coretechintl.com, Tom Keeler <tkeeler@oagguam.org>, Joseph Guthrie <jguthrie@oagguam.org>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Vincent P. Arriola (Vince.Arriola@dpw.guam.gov)" <vince.arriola@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "keswanson@gdoe.net" <keswanson@gdoe.net>

Mr. Eun Ho,

Forwarded below is the sign copy of the NOTICE OF INTENT OF AWARD. Please acknowledge receipt of this email. Thank you

John

CTI.pdf
33K

Ho Eun <ho.eun@coretechintl.com> Mon, Oct 27, 2025 at 11:05 AM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, Joseph Guthrie <jguthrie@oagguam.org>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Vincent P. Arriola (Vince.Arriola@dpw.guam.gov)" <vince.arriola@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "keswanson@gdoe.net" <keswanson@gdoe.net>
Cc: "execom@coretechintl.com" <execom@coretechintl.com>, Phobby Villanueva <phobby.villanueva@coretechintl.com>, Maebell Violango <maebell.violango@coretechintl.com>, Younghoon Kim <younghoon.kim@coretechintl.com>

Thank you, John.

I confirm receipt of your email.

Best,

Ho

[Quoted text hidden]

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Joseph W Duenas <jduenas@ssfm.com> Mon, Oct 27, 2025 at 11:06 AM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

FOR IMMEDIATE RELEASE

November 19, 2025

Draft

Protest Filing Triggers Mandatory Delay in Simon Sanchez High School Construction

Upper Tumon, Guam- The Governor of Guam and the Department of Public Works (DPW) acknowledge that a protest has been filed by a protesting party regarding the procurement process for the Simon Sanchez High School Replacement Project. Under Guam's procurement law, the filing of a protest automatically pauses further action until the matter is reviewed by the Chief Procurement Officer for construction.

For more than a decade, repeated procurement challenges and delays have prevented the students and teachers of Simon Sanchez High School- and more recently, John F. Kennedy High School- from learning under safe, modern conditions. Thousands of students have endured double-session schedules, overcrowded classrooms, and daily disruption to their educational experience. We understand their frustration, and we share in the community's disappointment that this long-awaited project now faces yet another procedural setback.

As required by law, the DPW Director, in his capacity as Chief Procurement Officer, will review this protest objectively, thoroughly, and without bias. Guam's procurement statutes ensure that all parties are treated fairly, and we will uphold that responsibility with the seriousness it deserves.

The Government of Guam remains confident in the integrity of this procurement process. At each major step, the Department of Public Works has consulted closely with the Office of the Office of the Attorney General to ensure strict compliance with Guam procurement law and to safeguard the fairness and transparency of the process.

At the same time, it is important for the public to understand the steps DPW has already taken to promote transparency and compliance. Prior to the protest being filed, DPW offered the protesting party's legal counsel full in-person access to review the complete procurement file. This opportunity was not taken. Instead, the protesting party later requested electronic copies. DPW provided documents based on its understanding that the attorney sought materials not already inspected during their prior review.

Guam law now requires that this new protest be reviewed before the project can proceed further. As a result, and depending on the length of the statutory review period, the groundbreaking ceremony scheduled for Monday and the immediate start of construction may need to be adjusted. We know how disappointing this possibility is for our students, families, faculty, and alumni who have been waiting far too long for their new school.

The Governor and DPW remain firmly committed to delivering a new Simon Sanchez High School. We will continue to uphold the law, maintain full transparency, and fight for the dignity of every student who deserves a modern and safe learning environment.

We ask for the community's patience as the protest review process moves forward, and we reaffirm our unwavering commitment: the students of Simon Sanchez High School will get the school they deserve.

****

Draft

542 North Marine Corps Drive, Tamuning, Guam 96913 ● Tel (671) 646-3131 / 3232 ● Fax (671) 649-6178

Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

251119 DRAFT SSHS PROTEST PRESS RELEASE

Joseph W Duenas <jduenas@ssfm.com> Wed, Nov 19, 2025 at 4:12 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Director,

As discussed, please see the first draft of the protest press release attached.

Sincerely,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 671.646.7736 | F 671.300.7738
jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

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REQUEST FOR PROPOSALS

FOR

NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK & INSURE/CAPITAL MAINTENANCE (FDDBLM)

AS AUTHORIZED BY THE "MA KÅHAT ACT OF 2013" AND ALL SUBSEQUENT/RELATIVE PUBLIC LAWS AS APPROPRIATE

PROJECT No. 730-5-1059-L-YIG

LOURDES A. LEON GUERRERO
Governor of Guam

and

JOSHUA F. TENORIO
Lt. Governor of Guam

PREPARED BY:

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

DIVISION OF CAPITAL IMPROVEMENT PROJECTS
CONTRACTS ADMINISTRATION SECTION
DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM

REQUEST FOR PROPOSALS

NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK AND INSURE/CAPITAL MAINTENANCE (FDDBLM)

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PREPARED BY:

DIVISION OF CAPITAL IMPROVEMENT PROJECTS
CONTRACTS ADMINISTRATION SECTION
DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM

2025

RECOMMEND APPROVAL:

JOHN F. CALANAYAN
Engineer Supervisor
Department of Public Works

Date: 3/21/25

APPROVED BY:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: 3-21-25

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Låhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director

REQUEST FOR PROPOSAL

The **Governor of Guam, Lourdes A. Leon Guerrero, and Lt. Governor Joshua F. Tenorio**, through the **Director of the Department of Public Works (DPW),** invite sealed proposals for the **New Simon Sanchez High School – Finance, Demolition, Design, Build, Lease/Leaseback, and Insure/Capital Maintenance (FDDBLM), Project No. 730-5-1059-L-YIG.**

RFP documents will be available starting **Friday, March 28, 2025**, at the **Contract Administration Technical Services Office, Ground Floor, TMC Building, DPW** for a **non-refundable fee of $25.00**. Payment must be made at the **Treasurer of Guam,** located at DPW, and a receipt must be presented to obtain the documents. Upon obtaining the RFP, Proposers must complete and return the **Acknowledgment of Receipt Form (Attachment 7)** to DPW. Failure to submit this form will result in the Proposer's disqualification as being non-responsive.

A **mandatory in-person pre-proposal conference** will be held on **Friday, April 4, 2025, at 9:00 a.m.** in the **Guam Economic Development Authority (GEDA) Conference Room, located on the 5th floor of the ITC Building.** A **mandatory site visit** will follow at 2 p.m. at the old Simon Sanchez High School to allow Proposers to familiarize themselves with the project site.

Sealed proposals must be submitted to the **Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building, DPW** by **4:00 p.m., Friday, May 23, 2025**. Proposals will not be accepted without proof of payment.

DPW affirms that all minority business enterprises will have full opportunity to submit proposals and will not be discriminated against based on race, color, or national origin in consideration for an award. The Government of Guam reserves the right to reject any or all proposals and waive any irregularities in the best interest of the government.

VINCENT P. ARRIOLA
Director

Project Name: RFP FOR NEW SIMON SANCHEZ HIGH SCHOOL: FINANCE. DEMOLITION. DESIGN. BUILD. LEASIULEASE.BACK & INSURE CAPITAL MAINTENANCE
Project No.: 730-5-1059-L-YIG

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

RFP TIMELINES
Project No. 730-5-1059-L-YIG

Friday, March 28, 2025	**AVAILABILITY OF RFP DOCUMENTS**
Friday, April 4, 2025, 9 AM	**MANDATORY PRE-PROPOSAL CONFERENCE. MANDATORY SITE VISIT TO FOLLOW AT 2 PM**
Friday, April 18, 2025, 4 PM	**LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS**
Wednesday, April 30, 2025, 4 PM	**ANTICIPATED RESPONSE/REPLIES TO QUESTIONS/CLARIFICATIONS**
Friday, May 23, 2025, 4 PM	**RFP SUBMITTAL DUE DATE (Submit to DPW, TMC Building, CIP Contract Section)**
Wed-Thursday, June 4-5, 2025	**ANTICIPATED PRESENTATION & INTERVIEW DATE**
Friday, June 20, 2025	**ANTICIPATED SELECTION NOTICE**

NEW SIMON SANCHEZ HIGH SCHOOL (FDDBLM)

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Attachments

ATTACHMENT A: FINANCING SCOPE OF WORK
ATTACHMENT B: DESIGN/CONSTRUCTION AND INSURANCE/CAPITAL MAINTENANCE SCOPE OF WORK

Required Forms

ATTACHMENT 1: AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS
ATTACHMENT 2: AFFIDAVIT OF NON-COLLUSION
ATTACHMENT 3: AFFIDAVIT re NO GRATUITIES OR KICKBACKS
ATTACHMENT 4: AFFIDAVIT re CONTINGENT FEES
ATTACHMENT 5: AFFIDAVIT re ETHICAL STANDARDS
ATTACHMENT 6: DECLARATION re COMPLIANCE WITH U.S DOL WAGE DETERMINATION
ATTACHMENT 7: ACKNOWLEDGEMENT OF RECEIPT FORM
ATTACHMENT 8: DPW CHECKLIST OF RESPONSIVENESS
ATTACHMENT 9: PRICE PROPOSAL & ADDENDA ACKNOWLEDGEMENT OF RECEIPT FORM

I. PROJECT OVERVIEW

The Governor of Guam, through the Department of Public Works (DPW) and with the assistance of the Guam Economic Development Authority (GEDA), issues this Request for Proposal (RFP) for the financing, demolition, design, build, lease/leaseback, and insure/capital maintenance ("FDDBLM") of a new Simon Sanchez High School in Yigo.

The Government of Guam (the "Lessee"), acting through DPW, seeks to procure the new facility through a municipal lease/leaseback arrangement in compliance with the ***MA KÅHAT ACT OF 2013***, Public Law 37-22, and all applicable public laws, including but not limited to Public Law 20-27, Chapter 8, Title 1 of the Guam Code Annotated, relating to Arts in Public Buildings and Facilities.

Under this RFP, the Government of Guam is authorized to lease school property to the successful Proposer to facilitate project financing, demolition, design, construction, FF&E services, and insurance and maintenance services. Upon completion, the Government of Guam will lease back the facility for a mutually agreed term necessary to amortize the associated costs. The leaseback period shall not exceed 30 years from the scheduled completion date. It may be an annually renewable lease with automatic renewal provisions contingent on available pledged or reserved revenue under §58D109 of Chapter 58 of Title 5 Guam Code Annotated. The leaseback shall not be considered "public indebtedness" under 48 U.S.C. § 1432a, §11 of the Organic Act of Guam, or Guam law. Any lease term extensions will be subject to and not exceed the statutory limit under Guam law.

Proposals must comply with all Government of Guam requirements outlined in this RFP and, where silent, Guam Procurement Law, Rules, and Regulations. The RFP details the required scope of services and proposal submission instructions.

Eligible Proposers include developers, contractors, and finance companies legally operating under U.S. state or territorial laws and subject to Guam licensing regulations. Information on licensing is available from the Director of Revenue and Taxation. Special-purpose company proposals may also be considered.

The successful Proposer will serve as the primary lessor of the new Simon Sanchez High School and must submit all required proposal documents within the timelines specified in this RFP.

II. TERM AND TIME OF PERFORMANCE

The term of this solicitation is comprised of two sections: 1) Financing and Construction not to exceed seven-hundred and thirty (730) days from the issuance of Notice to Proceed, and 2) The negotiated Lease/Leaseback Capital Maintenance period not to exceed thirty (30) years.

III. SCOPE OF SERVICES

The Proposer shall be responsible for the scope of work, services and responsibilities in this RFP and the requirements outlined in the Financing Scope of Work (Attachment A) and the Design/Construction and Insurance/Capital Maintenance Scope of Work (Attachment B).

IV. COMMUNICATION REGARDING THE RFP

Any correspondence or communication by a potential Proposer must be made in writing via email addressed to the sole point of contact John F. Calanayan, Engineer Supervisor at john.calanayan@dpw.guam.gov or by hand delivery at the Contract Administration Technical Services Office, Ground Floor, TMC Building. All written communications must reference: **NEW SIMON SANCHEZ HIGH SCHOOL: FDDBLM Project No. 730-5-1059-L-YIG** in the subject or reference line.

V. PROPOSAL PACKAGE REQUIREMENTS

Each Proposal Package will consist of the Proposer's Submittal with all the required forms/addenda, complete with original signatures and notarizations where necessary. The Proposal Package will also contain a **separate and sealed envelope** marked **"Term Sheet and Price Proposal"** for negotiations.

VI. PROPOSAL SUBMITTAL

The Proposal shall be submitted in a sealed envelope or box that is clearly marked **"NEW SIMON SANCHEZ HIGH SCHOOL FDDBLM Project No. 730-5-1059-L-YIG".** It must include one (1) original with all the required forms listed in Section XXXI- RFP ATTACHMENTS AND LEGAL REQUIREMENTS complete with original signatures and notarizations where necessary, six (6) copies, and two (2) electronic copies (CD or USB flash drive) containing the complete technical submittal and one (1) separate and sealed individual Term Sheet and an individual Price Proposal.

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

1. Format

Submission must be in 8.5 X 11-inch format with font no less than 12-point font size. Each submittal shall not contain more than forty (40) pages, excluding front and back covers, tabs, certificates of insurance, detailed schedule charts, and required forms. Attachments not part of the forty (40) pages should be tabbed and labeled accordingly.

Each RFP Packet shall include a description of the type, technical experience, background, qualifications, and expertise of the Proposer. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the government's goals and vision for the Project. Submittals shall describe in detail the Proposer's approach to the Project. Creative methodology, and/or technology that the Proposer uses or unique resources that the Proposer can offer to the Project is encouraged.

2. Contents

Respondents shall comply with the following requirements for its RFP Packet:

Section 1: Executive Summary (max. 1 page)-

This should be an overview of the entire RFP Packet with a description of the general approach and/or methodology they will use to meet the goals and fulfill the general functions set forth in the RFP.

Section 2: Table of Contents. Include clearly identifying the written material by section and page number.

Section 3: Cover Letter (max. 1 page)

Each proposal shall include a cover letter signed by a person within the firm authorized to make representations on behalf of the firm and to bind the firm. The cover letter shall include the following information:

a) The Proposer's contact person's name, phone number, and email address relative to the proposal.

b) The Proposer's principal place of business and the location of the office proposing/sponsoring the work relative to this proposal.

c) You must also indicate whether you are operating as an individual proprietorship, partnership, corporation, or joint venture.

d) A brief statement acknowledging the firm's understanding of the scope of work.

e) A positive commitment to perform the services described, with the personnel specified in the submission, **within the budgetary parameters of the *"MA KÅHAT ACT OF 2013" and any subsequent/relevant public laws***.

f) An acknowledgement that all addenda were received (list each addendum number and date in the letter).

Section 4- Personnel Experience and Qualifications

a) A brief history of the Proposer. Please include any former names of the Proposer and the number of years the Proposer has participated in development or similar construction projects as a developer and/or general contractor under each name. List any reasons for change of name or corporate structure.

b) Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between DPW's Construction Manager and the Proposer for all work under the contract. Explain why this person has been selected as the project coordinator/manager. The manager candidate may be subject to DPW approval.

c) Organizational Charts for Proposer. This shall include two (2) charts: 1. A chart of all corporate entities on the Proposers team, and 2. A chart of all key personnel, with their titles and specific task assignments for the Project.

d) Resumes of personnel involved with the Project shall be included, including their school construction experience. Include A&E personnel. The evaluation will consider the entire team. Therefore, no changes in the Proposer's composition will be allowed without written approval by DPW.

e) Provide a description of the Proposer's technical competence and ability to draw upon multi-disciplinary staff to address the services required under the RFP.

Section 5- Approach and Capacity of Proposer

Detailed description of the Proposer's plan, methods, and ability for carrying out the Project, including:

3. Construction and Insurance/Capital Maintenance

a) Provide a statement regarding the Proposer's availability and resources.

b) Location of nearest office and main office, if different.

c) The technical and managerial approach to the Proposer's partnership with the Government of Guam (DPW, GEDA, GDOE).

d) How the Proposer plans to ensure the project remains within the budgetary ceilings and parameters set by Guam law for Simon Sanchez High School, including strategies for cost control and efficient resource allocation.

e) How the Proposer plans to perform the required services with its resources and current workload; and how the Proposer plans to incorporate skilled and trained workforce into the Project. **Include a Critical Path Method (CPM) schedule and/or chart as an attachment to the proposal.**

f) How the Proposer plans to rapidly mobilize and execute an accelerated financing, demolition, design, and construction schedule to meet the project's expedited construction timeline. Describe any concurrent strategies to streamline mobilization, expedite demolition and accelerate project completion.

g) How the Proposer plans to incorporate design and construction innovations that enhance the expedited construction schedule and cost efficiency, ensuring the Government of Guam achieves the highest economic value throughout the design, construction, and insurance/capital maintenance period. Describe any innovative design approaches or technologies to help reduce operational costs for GDOE and the Government of Guam during the insurance and capital maintenance phase.

h) How the Proposer will incorporate **Attachment B** and the government's design references into the design and construction process **to ensure key stakeholder feedback is effectively integrated into the final build.**

i) How the Proposer intends to use resilient building materials and systems that will allow the Government of Guam to use the facility as an emergency shelter during a super-typhoon and quickly bring the facility back online after a storm.

j) How the Proposer plans to incorporate local subcontracting teams into the Project, if applicable.

k) How the Proposer plans to incorporate construction means, methods, and quality control into the Project.

l) Detailed discussion on costs related to fees, general conditions, insurance, supervision, and management of all portions of the scope of work.

m) Provide a statement of financial resources, bonding capacity and insurance coverage.

n) Certificates of Insurance identifying the firm's current insurance coverage.

o) Copy of the Contractor's License.

p) Provide name and license of Proposer's Architectural/Engineering Design Team.

q) Provide all required attachments in this RFP in an appendix not counted toward the forty (40) pages.

4. Financing

The Proposer shall work with the Guam Economic Development Authority (GEDA) to finance the new Simon Sanchez High School construction. Include the following information related to financing:

a) Proposer's proposed structure in detail, provisions for extension of maturity, roll-over, or any other similar occurrence.

b) Provide a sealed Term Sheet or similar format outlining the terms and conditions of the proposed lease/leaseback agreement.

c) Discuss the estimated timeline for the issuance of this lease/leaseback and describe your firm's ability to conduct this transaction in a timely. Please feel free to outline certain variables such as a credit committee, and their effects, if any, on the terms and conditions of the financing.

d) Please include your firm's latest audited financials for three (3) years.

e) Please describe any other terms and conditions your firm requires regarding this financing.

f) Indicate the principal personnel that would be available to GEDA and the government and describe their experience and responsibilities for this financing.

g) Ability of Proposer to offer suggestions on various arrangements for service and maintenance contracts in support of the upkeep and service of the leased facility. Please provide detail on suggested payment arrangements.

h) Ability of Proposer to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide details on the pre-payment arrangement scenario.

Section 6- Experience on Similar Projects

Description of the Proposer's experience to the area of building public schools or similar construction in size, price, and scope. Please provide a list of completed or ongoing projects the Proposer has been involved with where the total project contracts are similar in size, price, and scope. Within that list:

a) Identify the method (e.g., leaseback, bid-build, etc.) by which each project was constructed. For leaseback projects, include the total cost of each project and the breakdown of the total cost by preconstruction services and construction services. Provide some examples of its experience in a municipal leaseback project.

b) Include a discussion of the Proposer's experience with projects performed adjacent to an occupied building and/or campus.

c) Discuss the Proposer's experience with projects performed in tropical environments.

d) Identify whether the project is completed or ongoing.

e) Identify if any of the projects had phased completion.

f) For the projects listed above, be sure to include the following information:
   i. Project name and Description.
   ii. Firm's role.
   iii. Award and completion dates.
   iv. Project initial contract price and final contract price.
   v. Construction cost.
   vi. Staffing, including Proposer's team members, subcontractors and consultants.
   vii. Relationships with Owner/Client during the project.
   viii. References- Provide the owner's contact name, telephone number, and email address.
   ix. Discussion of claims, demands, and/or litigation arising from the project and involving the Proposer, and the resolution.
   x. List projects that the Proposer has completed that had some or all of the following obstacles, including the creative solutions from the Proposer on how these obstacles were overcome: 1. A very aggressive schedule, 2. Significant budgetary Restrictions, 3. Be prepared to expand on what you did to accommodate the project's complexity; and the clients' needs, minimizing inconvenience; and maximizing safety.

Section 7- Performance Issues

Provide a claims statement for all resolved or ongoing claims. Submit a statement indicating any and all lawsuits or claims in which the Proposer or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years and indicating any claims in which claims and/or litigation have been pursued against the Proposer or its personnel. For each listed claim and/or litigation

state the issues in the claim and/or litigation, the status of the claim/litigation, the names of the parties involved, and the outcome, if any.

The proposer's claims statements MUST include resolved and ongoing claims. Proposer's claims statement MUST include claims history of Proposer and its personnel, as well as Associated Firms. "Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with the Proposer and/or its personnel (e.g., firm name changes, association as previous owner, general partner, limited partner, or other officer).

The proposer must hold a Contractor's License, which is current, valid and in good standing with the Guam Contractor's Licensing Board. Include a copy of your contractor license and statement on whether the license has been revoked or suspended in the last five (5) years.

If any of the following have occurred, please describe in detail the circumstances of each occurrence.

a) Failure to enter into contract or professional services agreement once selected.

b) Withdrawal of a proposal or bid because of an error.

c) Termination or failure to complete a contract.

d) Debarment by any municipal, county, territory, state, federal state, federal, or local agency.

e) Involvement in litigation, arbitration, or mediation, whether concluded or ongoing.

f) Conviction of the Proposer or its principals in violating any territory, state, or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any local, state or federal law related to bidding or performance of services.

g) Knowing concealment of a deficiency in the performance of a prior contract.

h) Falsifying information or submitting deceptive or fraudulent statements in connection with a contract.

i) Willful disregard for applicable rules, laws, or regulations.

j) Failure to disclose information regarding any of the above may indicate an unsatisfactory performance record. Information regarding any of the above may be considered in determining the suitability of Proposer to perform the services needed. Accordingly, the proposer may describe mitigating factors as a part of any of the above.

VIII. TERMS OF PAYMENT

1. The Government of Guam shall pay the Proposer on an annual basis for all lease payments due in accordance with the terms of the contract, consistent with the "MA KÅHAT ACT OF 2013" AND ANY SUBSEQUENT/RELEVANT PUBLIC LAWS.

2. All payments shall be made in accordance with, subject to, applicable provisions of §22505 of Chapter 22 of Title 5 of the Guam Code Annotated.

3. The Developer, Contractor or Finance Company shall submit one (1) annual invoice, in original form, for lease payments due. The Government of Guam shall have thirty (30) calendar days after receipt of the invoice to make payment.

4. Non-Appropriation Clause: In event that sufficient funds (a) are not appropriated by the I Liheslaturan Guahan prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred. If an Event of Non-appropriation occurs, I Liheslaturan Guahan shall not be obligated to make payments of the Base Rentals and Additional Rentals provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government of Guam's obligation to pay Rentals which are payable prior to the termination of the Lease.

5. If the Government fails to perform as lessee under the leaseback period or decides not to appropriate leaseback payments GDOE shall vacate the facility and the lessor may take possession of the Simon Sanchez High School, investors and/or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government of Guam is entitled to repossession of the site together with all improvements on the site, free and clear of any interest to the investors or a trustee on their behalf.

6. To expedite the construction schedule, the Government of Guam may issue 1) A separate Notice to Proceed for the Demolition and Clearing, covered by local funds, along with 2) the Notice of Award. The contractor must submit a separate invoice for Demolition and Clearing, which will be paid 30 days after receipt of invoice.

IX. AVAILABILITY

This Request for Proposals ("RFP") may be picked up at the Contract Administration Technical Services, Ground Floor, TMC Building, Department of Public Work, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m., beginning March 28, 2025. Upon obtaining this RFP, prospective Proposers must sign in in the Proposers Register in order toto receive any addenda or other notices related to this RFP. Failure by prospective Proposers to sign and register may result in the prospective Proposer not receiving notices or addenda from DPW regarding this RFP.

X. AMENDMENTS

DPW reserves all rights to revise or amend this RFP prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or addenda to this RFP and shall be identified as such. Any amendment shall refer to the

portions of the RFP it amends. Amendments and addenda shall be sent to all prospective Proposers who have signed in the Proposers Register Form.

XI. PRE-PROPOSAL CONFERENCE

Pre-proposal conferences are *"Mandatory"* as stated on the RFP Timelines. The pre-proposal conference shall be attended by an in-person representative of the Proposer. It will be conducted only to explain the procurement requirements for this Request for Proposals. DPW will notify all Proposers in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference. A Proposer who does not attend the pre-proposal conference will not be considered and disqualified.

XII. PRE-PROPOSAL QUESTIONS

Proposers with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing or via e-mail to the sole point of contact John Calanayan john.calanayan@dpw.guam.gov on or before the deadline set forth in the RFP Timelines. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline shall not be considered.

XIII. EXPLANATION TO PROPOSERS

No oral explanation in regard to the meaning of any part of this RFP will be made, and no oral instructions will be given, before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of the specification shall be communicated in writing to the sole point of contact at DPW. Questions about any part of this RFP shall be communicated in writing to the sole point of contact at the Department of Public Works for interpretation before the deadline. Proposers should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to the RFP which will be forwarded to all Proposers, and its receipt by the Proposer must be acknowledged.

XIV. DPW's ANSWERS

DPW's response will be by written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding with the DPW. Any written addendum will be forwarded to all entities or individuals who have picked up an RFP and are included on the Register of Proposals Form. **All addenda shall form a part of the RFP documents and must be acknowledged upon receipt. Failure to acknowledge receipt of each addendum may be grounds for disqualification.**

XV. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written request received from the Proposer(s) prior to the time fixed for opening. Negligence on the part of the Proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

XVI. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED

Alternate or multiple proposals will not be accepted. Any Proposer submitting alternate, multiple, or otherwise altered proposals will be deemed nonresponsive and disqualified from this solicitation.

XVII. NO LATE PROPOSALS

Proposals must be received at the DPW TMC Building, CIP Contract Section, by the Proposal Due Date set forth in the RFP Timelines. **Email or facsimile proposals will not be accepted**. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Proposer's sole risk to assure delivery at the DPW TMC Building, CIP Contract Section receptionist's desk by the designated time.

XVIII. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

1. No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

2. All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

XIX. EQUAL OPPORTUNITY

1. The DPW will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. The Contractor will take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

2. The DPW will, in all solicitations or advertisements for employees placed by or on behalf of the Government of Guam, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

XX. RECEIPT/OPENING OF PROPOSALS

Proposals and modifications will be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals will be prepared. Proposals and modifications will be shown only to government personnel having a legitimate interest in them. The Register of Proposals will be opened to public inspection only after award.

XXI. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE

All proposals will initially be classified as either "responsive" or "non-responsive" (*see RFP Attachment 8*). Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

XXII. DETERMINATION OF RESPONSIBILITY

The procurement officer will determine whether a Proposer has met the standards of responsibility, per Guam procurement law. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If a Proposer is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Proposer.

XXIII. COMPLETENESS OF PROPOSALS

Selection and award will be based on the information contained in the Proposer's proposal. Proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by DPW. Information or materials presented by Proposers outside the formal response or subsequent discussion/negotiation will not be considered, will have no bearing on any award, and may result in the Proposer being disqualified from further consideration.

XXIV. FAILURE TO COMPLY WITH INSTRUCTIONS

Proposers failing to comply with the instructions set forth in this RFP may be subject to point deductions. DPW may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this

RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

XXV. DPW RIGHTS RESERVED

While DPW and the Government of Guam have every intention to issue an award as a result of this RFP, issuance of the RFP in no way constitutes a commitment by DPW or the Government of Guam to award and execute a contract. Upon a determination such actions would be in its best interest, DPW, in its sole discretion, reserves the right to:

1. Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
2. Reject any or all proposals received in response to this RFP in the best interests of DPW or the Government of Guam as provided in the Guam Procurement Regulations;
3. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
4. Waive any minor informalities in proposals received, or have them corrected by the Proposer in accordance with applicable regulations;
5. Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
6. If awarded, terminate any contract if DPW determines adequate funds are not available.

XXVI. NON-DISCLOSURE OF DATA

In accordance with Guam Procurement Regulations § 3114(h) (2), Proposers may identify trade secrets and other proprietary data contained in their proposals. If the Proposer selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, DPW shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, DPW shall inform the Proposer in writing what portion of the proposal will be disclosed and that, unless the Proposer withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9, the proposal will be so disclosed.

XXVII. REJECTION OF PROPOSAL OFFER.

The Department of Public Works shall have the prerogative to reject any proposals in whole or in part if a determination is made that such rejection is in DPW's interest or in the best interest of the Territory of Guam as provided for in the regulations 2 GAR, Div. 4 §3115(e)(2).

XXVIII. CANCELLATION OF RFP SOLICITATION

Prior to the date deadline set for proposals, this solicitation may be canceled in whole or in part when the Director of Public Works or his designee determines in writing that there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the Department of Public Works best interest, in accordance with the

Procurement Rules and Regulations; as provided for in the regulations 5 GCA §5225; 2 GAR, Div. 4 §3115(c).

XXIX. DEBARMENT

The Proposer certifies, by submitting its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If a Proposer cannot certify this statement, attach a written explanation for review by the DPW.

XXX. PERFORMANCE AND PAYMENT BOND

The successful bidder must deliver to the Owner an executed performance and payment bond (forms enclosed) in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and security for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as are authorized to transact business in Guam. The bonds must be approved by the Owner prior to execution of the formal contract.

XXXI. INDEMNIFICATION

The Proposer shall indemnify the Government of Guam, DPW, GDOE, GEDA and their Consultants from any liability arising from the implementation of the Proposer's proposal.

XXXII. RFP ATTACHMENTS & LEGAL REQUIREMENTS

The following are RFP Attachments and are made part of this RFP:

1. **Financing Scope of Work** (*reference RFP ATTACHMENT A*).
2. **Design/Construction & Insurance/Capital Maintenance Scope of Work** *(reference RFP ATTACHMENT B).*
3. **Affidavit Disclosing Ownership and Commissions** per 5 G.C.A. § 5233 *(reference: RFP ATTACHMENT 1).* As a condition of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation that have been held by each such person during the 365-day period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Proposer and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available

to the public for inspection and copying. *See RFP Legal Form: Affidavit re Disclosing Ownership (Major Shareholders) & Commissions; AG Procurement Form 002.*

4. **Affidavit of Non-Collusion** per 2 GAR Division 4 § 3126(b) *(reference RFP ATTACHMENT 2)*. By submitting an offer, the Proposer certifies that the price submitted was independently arrived at without collusion. *See RFP Legal Form: Affidavit re Non-Collusion; AG Procurement Form 003.*

5. **Affidavit Re No Gratuities or Kickbacks** per 2 GAR Division 4 § 11107(e) *(reference RFP ATTACHMENT 3)*. The bidder, Proposer, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. **Gratuities**. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks**. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. *See RFP Legal Form: Affidavit Re No Gratuities or Kickbacks; AG Procurement Form 004.*

6. **Affidavit Re Contingent Fees** per 2 GAR § 11108 *(reference: RFP ATTACHMENT 4)*. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. *See RFP Legal Form: Affidavit Re Contingent Fees; AG Procurement Form 007.*

7. **Affidavit Re Ethical Standards** per 2 GAR § 11103 *(reference: RFP ATTACHMENT 5)*. The bidder, Proposer, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. *See RFP Legal Form: Re Ethical Standards; AG Procurement Form 005.*

8. **DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION** *(reference: RFP ATTACHMENT 6)*.

9. **ACKNOWLEDGEMENT OF RECEIPT FORM** *(reference: RFP ATTACHMENT 7)*.

10. **DPW CHECKLIST OF RESPOSIVENESS** *(reference: RFP ATTACHMENT 8).*

11. **PRICE PROPOSAL FORM** *(reference: RFP ATTACHMENT 9).*

XXXIII. OPENING OF PROPOSALS

Proposals will not be opened publicly and will be opened in the presence of two or more DPW officials. Proposals will be checked for compliance with the mandatory requirements of the RFP. Failure to comply with any mandatory requirements may cause disqualification.

XXXIV. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Proposals will be evaluated and ranked by the criteria provided in this RFP by a committee established by the ***"MA KÅHAT ACT of 2013"*** **and any subsequent/relevant Public Laws**. The Evaluation Committee includes:

1. GDOE Superintendent as the Chairperson
2. DPW Director or Deputy Director
3. DPW Building Permits Administrator
4. Director of Land Management or Guam Chief Planner
5. Administrator of Guam Economic Development Authority or Deputy Administrator
6. Principal of Simon Sanchez High School or his/her designee

Evaluation Process

1. Due to the complexity and diversity of the scope of services required in this RFP (finance, demolition, design, build, lease/leaseback, insurance and capital maintenance), DPW intends to convene the Evaluation Committee with subject matter experts (SMEs), to provide technical clarifications in specific areas. SMEs will not participate in scoring but may provide input to assist the committee in evaluating.

2. Each member of the Evaluation Committee will evaluate each proposal based on the qualifications outlined in Section XXXIV. Evaluation, Rating and Selection Table. The sealed Term Sheet and Price Proposal will not be used as the basis of the evaluation.

3. Each member of the Evaluation Committee will evaluate each proposal and rank each proposal based on the assigned points for each criterion (i.e., the Proposer with the greatest total points will be ranked the highest and the Proposer with the least number of points will be ranked the lowest).

4. Interviews will be conducted with the Proposers by the Evaluation Committee. After the interviews, each member of the Evaluation Committee will submit their Individual Evaluation Forms, which will be used as the basis of selection. The Evaluation Committee will conduct interviews with a minimum of the top three (3) qualified Proposers and will notify the Proposers with a date and time. The Proposer

must appear in person. Each Proposer will have thirty (30) minutes to make a presentation and thirty (30) minutes to answer questions. Proposers will be notified of the location of the interviews at a future date.

5. Tie Breaker Procedure: If two (2) or more Proposers' ranks are equal, the Chairperson will evaluate the proposals to break the tie.

6. The Evaluation Committee will prepare a report determining the best qualified Proposer with ranking order of preference, submit it to the DPW Director, and recommend the number one ranked Proposer for the first opportunity to negotiate a contract.

7. The DPW Director will review the report from the Evaluation Committee and will approve or disapprove the recommendation as deemed to be the best qualified to provide the required services and that is in the best interest of the Government. Failure to comply with any mandatory requirements may disqualify a proposal.

8. The Government will enter negotiations with the best qualified Proposer, at which time their sealed individual Term Sheet and individual Price Proposal will be opened for negotiation.

XXXV. EVALUATION CRITERIA

The evaluation will follow the criteria outlined in the Evaluation, Rating and Selection Table outlined in the section that follows. Proposers are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. DPW may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted and proceed with proposal evaluation without requesting further information from any Proposers.

XXXVI. EVALUATION, RATING AND SELECTION TABLE

In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance follow. All proposals submitted will be evaluated by the Evaluation Committee and will be rated using the criteria provided in this RFP including the following:

EVALUATION CRITERIA	MAX SCORE	SCORE
Proposal Plan Overall proposal approach. A plan giving as much detail as practical on how the services will be performed. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2 Entire Contents section.)*	**15**	
Personnel Experience and Qualifications Specialized experience and qualifications of personnel to perform the required services. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 4, Personnel Experience and Qualifications)*	**20**	

EVALUATION CRITERIA	MAX SCORE	SCORE
Capacity of Proposer The Proposer's ability to perform the required services with its current resources and workload to meet the expected project outcome. *(Refer to VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL; 2. Contents, Section 5 Approach and Capacity of Proposer).*	**30**	
Proposer's Experience on Similar Projects The Proposer's specialized and extensive experience in projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 6 Experience on Similar Projects).*	**25**	
Performance Issues Proposer's performance issues related to past or present contracts and/or ongoing procurement. (Refer to VII. *INSTRUCTIONS FOR SUBMITTING A PROPOSAL, 2. Contents, Section 7 Performance Issues). *Note Proposers with the least amount of issues should score higher.*	**10**	
TOTAL POINTS	**100**	

XXXVII. INDIVIDUAL EVALUATION FORM

Evaluation Criteria	Evaluation Points	Remarks
Proposal Plan		
Capacity of Proposer		
Personnel Experience and Qualifications		
Proposer's Experience on Similar Projects		
Performance Issues		
Total		

XXXVIII. SUMMARY EVALUATION FORM

Criteria	Evaluators Points						Total Points	Remarks
Proposal Plan								
Capacity of Proposer								
Personnel Experience and Qualifications								
Proposer's Experience on Similar Projects								
Performance Issues								
Total								

XXXIX. TERM SHEET AND PRICE PROPOSAL SUBMITTAL

The Term Sheet and Price Proposal will be unsealed from the Highest Ranked Proposer prior to Negotiations and must be within the budgetary ceiling outlined within the "MA KÅHAT ACT OF 2013" AND ANY SUBSEQUENT Public Laws as relevant.

XL. NEGOTIATION AND AWARD OF CONTRACT

DPW, GEDA, and GDOE will negotiate a final contract with the best-qualified Proposer for the required services to ensure that the final contract meets the government's project objectives, financial interest and is consistent with the budgetary parameters outlined in Guam public law.

Contract negotiations will be directed towards:

1. Ensuring that the Proposer has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;
2. Agreeing upon final terms and compensation, which are fair and reasonable, taking into account the estimated cost of the project, the project schedule, funding parameters defined by law, the required services and the scope, complexity, and nature of such services.

XLI. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED PROPOSER

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Proposer, the contract will be awarded to the Proposer.

XLII. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED PROPOSER

If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Proposer, a written record stating the reasons therefore shall be placed in the file and the Department of Public Works will advise such Proposer of the termination of negotiations which shall be confirmed by written notice. Upon failure to

negotiate a contract with the best-qualified Proposer, the Department of Public Works will enter negotiations with the next most qualified Proposer. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with next most qualified Proposer.

XLIII. NOTICE OF AWARD

The Department of Public Works will notify all Proposers of the status of the RFP and intent to award. Written notice of award will be public information and made a part of the contract file.

XLIV. AWARDING OF CONTRACT

The Department of Public Works will negotiate a contract with the best qualified Proposer for the required services. If compensation, contract requirements, and contract documents can be agreed upon with the Proposer, a contract will be awarded to this Proposer.

XLV. COMMENCEMENT OF WORK

DPW will issue a Notice to Proceed (NTP) for services for the project upon approval of Contract Agreement. A separate NTP for demolition and clearing may be issued earlier to expedite the construction schedule.

XLVI. DEFINITIONS

- **Request for Proposals (RFP)** shall mean the invitation to invite proposals for the construction of the new Simon Sanchez High School. Proposal includes: Financing; Demolition of the existing facility; Design, Build, Lease/Leaseback, Insure the facility; operate and maintain the new facility for no more than 30 years.
- **Owner** shall mean the Guam Department of Education and the Governor of Guam, and/or his/her authorized representatives.
- **Contracting Officer** as used herein means the Director of Public Works of the Government of Guam and shall include his authorized representatives.
- **Critical Path Method (CPM)** shall mean the schedule that integrates the sequence of activities, task dependencies, durations, and critical milestones required for the financing, design, and construction of the New Simon Sanchez High School FDDBML Project. The CPM Schedule must be developed in accordance with contractual requirements, financial milestones, and performance obligations, ensuring completion within the 730-day period specified in the RFP. The 30-year leaseback period is excluded from the scheduling requirements.
- **Proposer** shall mean any developer, contractor, and finance companies legally operating under the US State or Territorial Laws and subject to Guam licensing regulations.
- ***MA KÅHAT ACT OF 2013*** shall mean Chapter 58D of Title 5, Guam Code Annotated.

- **FF&E** shall mean fixtures, furniture, and equipment for the new Simon Sanchez High School.
- **FF&E Services** shall mean the financing, procurement, storage, and installation of the FF&E.
- **Term Sheet** shall mean a formal document submitted by the Proposer that outlines the preliminary financial and contractual terms of the proposed financing arrangement for the project. This document provides a high-level summary of the financing structure, repayment mechanisms, risk allocation, and compliance with the requirements outlined in Attachment A—Financing Scope of Work of the RFP.
- **Price Proposal** shall mean the completed Price Proposal and Addenda Acknowledgment of Receipt Form
- **Notice** as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last know business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within the Territory of Guam and file the same with the Contracting Officer.
- **Responsiveness** as used herein shall mean all items listed on RFP Attachment A.
- **Responsibility** as used herein is defined by Section XXII. Determination of Responsibility and Guam Procurement law.
- **Debarment** as used herein is defined by Section XXIX Debarment and may be extended to subcontractors of the Proposer.
- **Critical Path Method (CPM)** is the construction schedule which networks techniques used for planning, scheduling, and controlling large complex projects.
- **Evaluation Committee** shall include the GDOE Superintendent as Chairperson, and the following five (5) members DPW Director or Deputy Director, DPW Building Permit Administrator, Director of Land Management or Guam Chief Planner, GEDA Administrator or Deputy Administrator, and Principal of Simon Sanchez High School.
- **Liquidated Damages** are contracted for damages before a contract breach that enforces an estimate of harm that would be hard to calculate with certainty. The Government reserves the right to negotiate the amount of Liquidated Damages provision with the Successful Proposer.

Gmail Donna Herrero <donna.herrero@dpw.guam.gov>

Invitation to Negotiate

Donna Herrero <donna.herrero@dpw.guam.gov> Mon, Jul 7, 2025 at 12:24 PM
To: ho.eun@coretechintl.com
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>

Good afternoon Mr. Eun,

Hope this email finds you well. Please find the attached letter regarding a meeting scheduled for July 9, 2025 at 300pm. Please acknowledge receipt of this email and attachment. Should you have any questions or concerns please do not hesitate to contact me.

Respectfully,
Donna Herrero,
Private Secretary
Department of Public Works
(671)647-5055

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25K

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR
Deputy Director

July 7, 2025

Mr. Ho Eun
Chairman
Core Tech International Corp.
388 S Marine Corps Dr, Suite 400
Tamuning, Guam 96913

SUBJECT: INVITATION TO NEGOTIATE
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Dear Mr. Ho,

Buenas yan Hafa Adai! The Department of Public Works (DPW), the Guam Department of Education (GDOE), and the various government stakeholders have been meeting to discuss your proposal for the above subject project.

I am kindly requesting your presence to begin negotiations on Wednesday, 3:00pm, at the DPW Director's Office located in Upper Tumon. The intent of our first meeting is to discuss and seek clarification on your price proposal.

Please contact Donna Herrero at 646-3131 to confirm your participation. I look forward to seeing you.

Sincerely,

VINCENT P. ARRIOLA
Director

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

SSHS

Joseph W Duenas <jduenas@ssfm.com> Mon, Sep 29, 2025 at 3:28 PM
To: Lester Carlson <lester.carlson@bbmr.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Christina Garcia <cgarcia@investguam.com>, Edward <edward.birn@doa.guam.gov>, "vince.arriola@dpw.guam.gov" <vince.arriola@dpw.guam.gov>, "Gerard E. Bautista" <gbautista@ssfm.com>, Ed Hipolito <ehipolito@ssfm.com>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, John San Nicolas <jsannicolas@investguam.com>, "Wang, John Y." <jwang@orrick.com>, "Rankin, Christine" <crankin@orrick.com>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Lester,

Thank you for your email. We will confirm with DPW if the signed letter of concurrence was received and coordinate the requested meetings upon confirmation.

Thank you!

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 671.646.7736 | F 671.300.7738
jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

From: Lester Carlson <lester.carlson@bbmr.guam.gov>
Sent: Friday, September 26, 2025 10:41 AM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>; Joseph W Duenas <jduenas@ssfm.com>; Christina Garcia <cgarcia@investguam.com>; Lester Carlson <lester.carlson@bbmr.guam.gov>; Edward <edward.birn@doa.guam.gov>; vince.arriola@dpw.guam.gov; Gerard E. Bautista <gbautista@ssfm.com>; Ed Hipolito <ehipolito@ssfm.com>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; John San Nicolas <jsannicolas@investguam.com>; Wang, John Y. <jwang@orrick.com>; Rankin, Christine <crankin@orrick.com>
Subject: SSHS

Email received from EXTERNAL sender. Confirm the content is safe prior to opening attachments or links.

Now that CTI has agreed to terms with us, we should begin a series of meetings to hammer out the various maintenance/insurance agreements as well as populate the finance documents.

Tina and I are not available in the mornings next week but we should be available in the afternoons.

I look to SSFM to take the lead in getting these meetings started, thank you!

NOTICE: This communication and any attachments ("this message") may contain confidential information for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on this message is strictly prohibited. If you have received this message in error, or you are not an authorized recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

Suggested edits to draft letters to GEFF and CapFa

Lester Carlson <lester.carlson@bbmr.guam.gov> Thu, Oct 16, 2025 at 3:54 PM
To: Edward <edward.birn@doa.guam.gov>, Lester Carlson <lester.carlson@bbmr.guam.gov>, vince.arriola@dpw.guam.gov, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "K. Erik Swanson PhD" <keswanson@gdoe.net>, Carla Masnayon <cdmasnayon@gdoe.net>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Tom Keeler <tkeeler@oagguam.org>, "Gerard E. Bautista" <gbautista@ssfm.com>, Ed Hipolito <ehipolito@ssfm.com>, "Joseph W Duenas, ENV SP" <jduenas@ssfm.com>

Hafa Adai Vince and Linda!

Edward and I have attached our suggested edits to the GEFF and CapFa letters, please see attached.

Take the first sentence in paragraph 3 and add it to the end of paragraph 1.

Delete the rest of paragraph 3.

Thank you!

SSHS Letter (Draft).pdf
61K

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

October 14, 2025

John Sage, P.E.
Guam Education Finance Foundation III, Inc.
3340 Peachtree Road, Suite 1780
Atlanta, Georgia 30326

SUBJECT: **NOTICE OF INTENT TO AWARD**
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Buenas yan Hafa Adai! The Department of Public Works (DPW), on behalf of the Government of Guam, wishes to thank you for your participation in the procurement for the New Simon Sanchez High School (FDDBLM) project. After thorough evaluation of all proposals and completion of negotiations conducted pursuant to the Request for Proposals, the Government of Guam has determined to issue a Notice of Intent to Award to Core Tech International (CTI) as the selected developer for this project.

move to here

This notice is provided to all offerors in accordance with 5 GCA §5425 and applicable Guam Procurement Regulations.

Please be advised that this notice does not constitute a contract award. Pursuant to Guam law, any actual or prospective bidder, offeror, or contractor who is aggrieved by the intended award may file a written protest with the Chief Procurement Officer or head of the purchasing agency within ten (10) calendar days from the date of this notice.

delete

DPW greatly appreciates your effort and interest in this major public infrastructure project and encourages your continued participation in future Government of Guam procurements.

Should you have any questions, please contact John Calanayan, Capital Improvement Projects and Contracts Administration Section, at (671) 646-3189.

Sincerely,

VINCENT P. ARRIOLA
DIRECTOR

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

SSHS

Joseph W Duenas <jduenas@ssfm.com> Mon, Sep 29, 2025 at 3:28 PM
To: Lester Carlson <lester.carlson@bbmr.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>, Christina Garcia <cgarcia@investguam.com>, Edward <edward.birn@doa.guam.gov>, "vince.arriola@dpw.guam.gov" <vince.arriola@dpw.guam.gov>, "Gerard E. Bautista" <gbautista@ssfm.com>, Ed Hipolito <ehipolito@ssfm.com>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, John San Nicolas <jsannicolas@investguam.com>, "Wang, John Y." <jwang@orrick.com>, "Rankin, Christine" <crankin@orrick.com>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Lester,

Thank you for your email. We will confirm with DPW if the signed letter of concurrence was received and coordinate the requested meetings upon confirmation.

Thank you!

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 671.646.7736 | F 671.300.7738
jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

From: Lester Carlson <lester.carlson@bbmr.guam.gov>
Sent: Friday, September 26, 2025 10:41 AM
To: Glenn Leon Guerrero <gguerrero@ssfm.com>; Joseph W Duenas <jduenas@ssfm.com>; Christina Garcia <cgarcia@investguam.com>; Lester Carlson <lester.carlson@bbmr.guam.gov>; Edward <edward.birn@doa.guam.gov>; vince.arriola@dpw.guam.gov; Gerard E. Bautista <gbautista@ssfm.com>; Ed Hipolito <ehipolito@ssfm.com>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; John San Nicolas <jsannicolas@investguam.com>; Wang, John Y. <jwang@orrick.com>; Rankin, Christine <crankin@orrick.com>
Subject: SSHS

Email received from EXTERNAL sender. Confirm the content is safe prior to opening attachments or links.

Now that CTI has agreed to terms with us, we should begin a series of meetings to hammer out the various maintenance/insurance agreements as well as populate the finance documents.

Tina and I are not available in the mornings next week but we should be available in the afternoons.

I look to SSFM to take the lead in getting these meetings started, thank you!

NOTICE: This communication and any attachments ("this message") may contain confidential information for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on this message is strictly prohibited. If you have received this message in error, or you are not an authorized recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

SSHS: Construction Cost Analysis and Risk Considerations Memo

Joseph W Duenas <jduenas@ssfm.com> Wed, Aug 27, 2025 at 10:43 AM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Director,

02 SEP 2025

We had Ed Hipolito run a SSHS Construction Cost Analysis which benchmarks the current budget against both Guam institutional projects and recent U.S. high school construction. The analysis is intended to provide additional context as procurement decisions proceed. You will find his assessment highlighted below and in the briefing paper attached:

****

Hi Joe,

Please find attached our report on the Simon Sanchez High School project, which benchmarks the current budget against both Guam institutional projects and recent U.S. high school construction. The analysis is intended to provide additional context as procurement decisions proceed.

Key points for consideration:

- **Benchmarking analysis:** We compared SSHS costs using both Guam-specific data and national averages for comparable high school projects.
- **Budget comparison:** The government's current expectation of ~$502/SF for SSHS is below the national average range of $550–$650/SF observed for large high schools since 2021.
- **Risk implications:** This gap may create procurement and construction challenges, as qualified contractors are more likely to align with escalated costs in the $530+/SF range once Guam inflation and high school program requirements are factored in.

The report further details escalation factors, high school program uplifts, and contractor market feedback. We provide this analysis for informational purposes to highlight potential risks in achieving a feasible agreement under the existing $143M budget.

Please let me if you need if you have any questions.

Regards,

Ed Hipolito, PE, TE| Senior Project Manager

****

Please let me know if you have any questions or direction for the team.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913
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jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

From: Ed Hipolito <ehipolito@ssfm.com>
Sent: Tuesday, August 26, 2025 9:55 AM
To: Joseph W Duenas <jduenas@ssfm.com>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>
Subject: SSHS: Construction Cost Analysis and Risk Considerations Memo

Hi Joe,

Please find attached our report on the Simon Sanchez High School project, which benchmarks the current budget against both Guam institutional projects and recent U.S. high school construction. The analysis is intended to provide additional context as procurement decisions proceed.

Key points for consideration:

- **Benchmarking analysis:** We compared SSHS costs using both Guam-specific data and national averages for comparable high school projects.
- **Budget comparison:** The government's current expectation of ~$502/SF for SSHS is below the national average range of $550–$650/SF observed for large high schools since 2021.
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The report further details escalation factors, high school program uplifts, and contractor market feedback. We provide this analysis for informational purposes to highlight potential risks in achieving a feasible agreement under the existing $143M budget.

Please let me if you need if you have any questions.

Regards,

Ed Hipolito, PE, TE| Senior Project Manager

SSFM International

Innovate | Adapt | Sustain

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250825 SSHS Construction Cost Analysis and Risk Considerations.docx
1130K

SSFM International

Memo

To	Vince Arriola
Company	Department of Public Works
cc:	
From	SSFM
Date	August 26, 2025
Subject	**Construction Cost Analysis and Risk Considerations**

Executive Summary

This report provides an informational analysis of the Simon Sanchez High School budget in relation to recent U.S. high school benchmarks and Guam institutional building costs. The purpose is to highlight cost escalation trends, program-specific uplifts, and market feedback, and to note potential risks should negotiations move from the current proposer to the next ranked team.

The current base bid of 285,000 SF with a construction and FF&E budget of $143M equates to ~$502/SF (or ~$463/SF excluding FF&E). While this appears low compared to mainland benchmarks, the figure does not remain competitive once escalation to a 2026 midpoint and uplift for high school program requirements are considered. With these factors, Sanchez is projected to exceed $530/SF, consistent with national high school benchmarks ($550–$650/SF) and Guam institutional projects ($480–$900/SF).

Contractor market input supports this. A federally capable contractor reported a recent building at $450/SF including FF&E but excluding design, but acknowledged high schools typically require a 25–30% uplift, which brings costs into the same $530+/SF range as our escalation analysis. A smaller contractor cited $350–$400/SF, but those numbers reflect straightforward facilities and do not account for the overhead, compliance, or execution requirements of a large institutional project.

This context underscores our concern: the proposers under consideration are large, federally capable contractors whose cost structures reflect escalation and compliance-driven overhead. Therefore, whether negotiations continue with the current proposer or move to the next ranked team, the same budget feasibility challenge is likely to arise. This report is intended to inform decision-making and emphasize that the $143M framework may not realistically deliver a fully compliant high school project without adjustment or scope modification.

Cost Benchmarks

High School Projects (2021 and later)

School (Location)	Year (Open/Start)	Gross SF	Total Cost (incl. FF&E & site)	$/SF	Capacity	$/Student
Simon Sanchez HS (Guam)	2025 planned	285,000	$143M	**$502/SF (463 w/o FF&E)**	~2,000	~$71,500
Kūlanihāko'i HS	2023 open	215,000	$245M	$1,140/SF	1,600	$153,000

(Maui, HI)						
Somerville HS (MA)	2021 open	396,000	$256M	$647/SF	1,600	$160,000
East Providence HS (RI)	2021 open	306,562	$189.5M	$618/SF	1,600	$118,000
Nederland HS (TX)	2024 open	280,000	$155.6M	$556/SF	1,700	$91,500
Salem HS (MA)	2025 bid / 2030 planned	365,000	$365M est.	$1,000/SF	900	$405,000

*Range (post-2021): $502/SF (Sanchez) → $1,140/SF (Hawaii), with most large projects clustering $550–$650/SF.

Guam Government & Institutional Buildings (2021 and later)

Project (Type)	Year (Start/Complete)	Gross SF	Total Cost	$/SF
Simon Sanchez HS (School)	2025 (planned)	285,000	$143M	$502/SF
UOG Engineering Building (STEM)	2023–25	16,500	$7.9M	$479/SF
UOG WERI Labs + Nursing Annex	2023–25	~25,000	$22.7M	$908/SF
DPHSS Environmental Health Facility	2023–26	12,000	~$9M	$750/SF
Guam Cultural Repository	2020–22	13,230	$12M	$907/SF
Public Health Biosafety Lab	2024–26	16,000	$32M	$2,000/SF
Camp Blaz Dining Facility (Military)	2021–23	~45,000	$56M	$1,244/SF
Camp Blaz Warehouses & Shops (Military)	2023–25	110,000+	$126M	$1,145/SF
Naval Base Guam Missile Facility (Military)	2024–27	57,664	$113.3M	$1,965/SF

Takeaways

- Schools: Sanchez at $502/SF is at the lowest end of recent U.S. high school projects since 2021.
- Guam public buildings: Non-military educational/office projects cluster $480–$900/SF. Sanchez fits right at the bottom of that band.
- Specialized labs & military: $1,200–$2,000/SF, far above school construction.

• Positioning: When compared apples-to-apples (post-2021 costs, full build including site + FF&E), Sanchez is relatively cost-efficient in both U.S. and Guam contexts.

High School Cost Uplift

A key driver in understanding why high schools cost more per square foot than generic office or classroom buildings is the **programmatic uplift** inherent in secondary school facilities. While a typical office or classroom building in Guam may be delivered in the **$450–$475/SF** range, a comprehensive high school carries **an additional 20–35% uplift** due to specialized spaces, larger spans, and site-intensive amenities.

The primary contributors to this uplift include:

- **Science Laboratories and CTE Shops** – Enhanced MEP systems, fume hoods, ventilation, and specialty equipment increase cost well above standard classrooms.
- **Auditoriums and Performing Arts Spaces** – Large-span structures, seating, acoustic treatments, and stage rigging add significant per-SF premiums.
- **Gymnasium, Lockers, and Athletic Support** – Structural spans, HVAC, and wet areas (showers, changing rooms) drive higher unit costs.
- **Cafeteria and Commercial Kitchen** – Food service equipment, grease traps, and code requirements are costlier than standard classrooms.
- **Athletic Fields and Site Infrastructure** – Drainage, turf, courts, and outdoor lighting require major site investments not present in office/classroom projects.
- **IT, Security, and Circulation** – High schools demand more robust technology, security, and larger circulation areas to support student populations.

When these elements are factored in, the cost per square foot of a high school typically escalates from a baseline **$450–$475/SF** to **$540–$640/SF**, depending on the program intensity. For example, auditoriums and robust CTE programs can push a campus to the higher end of that range, while leaner programs with fewer specialty areas sit toward the lower end.

In the case of Simon Sanchez High School, the current estimate of **~$502/SF (construction + FF&E)** suggests a budget closer to a **generic classroom/office building** than a fully programmed high school. Once escalation to a 2026 midpoint and the appropriate high school uplift are applied, the cost aligns with the **$530+/SF** range observed in U.S. and Guam benchmarks.

Price Escalation Analysis – Simon Sanchez High School

The current construction and FF&E budget for Simon Sanchez High School is $143M, based on a January 2023 estimate with a midpoint of construction in 2025 (three-year construction duration).

Because project procurement has shifted, the midpoint of construction is now assumed to be 2026. Applying Guam-appropriate escalation factors (+5–6% for 2026, consistent with U.S. forecasts of ~4% plus Guam's historical 1–2% premium for freight/labor), the adjusted project cost is:
• $150.2M – $151.6M (≈$527–532/SF), up from the original $143M (≈$502/SF).

This represents an increase of $7–9M total, or roughly $25–30 per square foot, attributable solely to one additional year of inflation.

Notes / Exclusions:
• This escalation analysis covers construction and FF&E only.
• It does not include costs associated with shifting from DBB to DB procurement, such as final design costs.
• It also does not include Department of Public Health requirements for bathroom and shower counts for 1,700–2,000 students, which could add further cost.

Contractor Market Feedback

As part of the escalation review, discussions were held with two contractors to cross-check our current unit cost assumptions for Simon Sanchez High School. Both provided feedback on recent projects they delivered and offered perspectives on how those costs compare to a high school program. Their insights help validate the escalation analysis and highlight the importance of recognizing the programmatic uplift unique to secondary schools.

Contractor No. 1 (mid-size, active in DoD work) reported delivering a recent building at approximately $450/SF including FF&E but excluding design. Initially, they questioned whether $500/SF for Sanchez was high; however, they acknowledged that high schools typically carry a 25–30% uplift over generic buildings due to program elements such as science labs, CTE shops, gymnasiums, auditoriums, cafeterias, and site infrastructure. Once this uplift is applied to their own experience, their numbers align closely with our current estimate of $500–530/SF, indicating that the Sanchez budget is in line with realistic market pricing.

Contractor No. 2 (smaller, local) indicated costs in the $350–$400/SF range for straightforward construction, not inclusive of design or FF&E. While this suggests that some contractors might deliver lower headline unit costs, such firms typically do not carry the overhead required for large institutional or federally regulated projects. They lack capacity for compliance with federal mandates such as CMMC cybersecurity, certified payroll systems, and the QA/QC processes needed for complex multi-facility campuses. As such, while they might be competitive on smaller projects, their ability to manage and execute a project of Sanchez's scale is limited.

In summary, when tied back to the escalation review, the market feedback indicates that the proposers we are likely to see (CTI and other ranked teams) fall much closer to Contractor No. 1 than Contractor No. 2. These firms carry the overhead and compliance requirements necessary for a GovGuam P3 of this scale, and their effective pricing—once uplift and escalation are factored in—lands in the $530+/SF range. This reinforces that while smaller firms may claim lower numbers, Sanchez cannot realistically be delivered at those levels, and the project budget must reflect the escalated, high-school-specific costs borne by qualified proposers.

Closing Summary

SSFM International

Simon Sanchez High School's current $143M budget, equating to $502/SF (2023 base), does not remain competitive once escalation to a 2026 midpoint and high school program requirements are accounted for. The realistic cost is expected to rise into the $530+/SF range, which aligns with both U.S. benchmarks and recent Guam institutional projects.

While smaller contractors may suggest costs in the $350–$400/SF range, those figures do not reflect the overhead, compliance, or systems required to deliver a GovGuam P3 of this magnitude. The proposers under consideration are larger, federally capable contractors whose cost structures include these requirements. As such, even if negotiations were to move from the current proposer to the next ranked team, the underlying budget pressures would remain the same.

This analysis is provided for informational purposes to highlight the risk that simply moving to another proposer may not resolve the pricing challenge. Without adjusting the budget upward or reducing scope, the project faces a significant likelihood of exceeding the authorized funding level. Recognizing this risk now is critical to setting realistic expectations as procurement decisions move forward.

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO

VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

August 15, 2025

Mr. Eun Ho, Chairman
Core Tech International
388 South Marine Corps Drive, Suite 400
Tamuning, Guam 96913

SUBJECT: **FINAL REQUIREMENTS DISCUSSSION**
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Dear Mr. Ho,

Buenas yan Hafa Adai! Thank you for the time and effort you have given to our recent meetings. I appreciate the time in which Core Tech International has worked with the Government of Guam on the Simon Sanchez High School project.

As you know, this project is being carried out under the *Makahat Act of 2013* which guides both the funding and the delivery of the school. Within that framework, our responsibility is to ensure the community receives a complete and fully equipped school, ready to serve its students from day one.

After meeting with the Governor's fiscal team, GDOE and the Simon Sanchez High School leadership, we have confirmed the following points as *essential* to the project:

- The facility must serve 2,000 students.
- The design must provide 87 classrooms.
- All wings, including C Wing, must be built—no deletions.
- Construction must include all Furniture, Fixtures, and Equipment (FF&E).
- The total cost for construction; FF&E; and Public Law 20-27, Chapter 8, Title 1, of the Guam Code Annotated, related to Arts in Public Buildings and Facilities may not exceed $143 million.

These are not just preferences; they reflect both the needs of the school and the limits of available funding.

I am sending you this in advance, so you have time to review these requirements before we meet again. At our next meeting, we will need to know if Core Tech International can deliver the school within this

scope and budget. This will allow us to bring construction negotiations to a close and move the project forward without further delay.

I value the work we have done together so far and look forward to your response at our upcoming meeting.

Sincerely,

VINCENT P. ARRIOLA
Director

Cc: GDOE Superintendent
SSHS Principle

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

Negotiation Meeting #2 - New Simon Sanchez High School(FDDBLM)

Vince Arriola <vince.arriola@dpw.guam.gov> Thu, Jul 17, 2025 at 8:02 AM
To: Ho Eun <ho.eun@coretechintl.com>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>
Bcc: Donna Herrero <donna.herrero@dpw.guam.gov>

Good morning Mr. Eun,

Hope this email finds you well. Please find the attached letter regarding the second negotiation meeting. Please acknowledge receipt of this email and attachment.

Vincent P. Arriola

Director, Department of Public Works

542 North Marine Corp Drive,

Tamuning, Guam 96913

(671) 646-3131

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27K

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR
Deputy Director

July 16, 2025

Mr. Ho Eun
Chairman
Core Tech International Corp.
388 S Marine Corps Dr, Suite 400
Tamuning, Guam 96913

SUBJECT: NEGOTIATION MEETING #2
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Dear Mr. Ho,

Buenas yan Hafa Adai! The Department of Public Works (DPW), the Guam Department of Education (GDOE), the Guam Economic Development Authority (GEDA) and the various government stakeholders have been meeting to discuss your proposal for the above subject project.

I am kindly requesting your presence for our **Negotiation Meeting #2** on Friday, July 18th, 2025, at 9:00am, at the Guam Economic and Development Authority (GEDA) Conference Room on the 5th floor of the ITC Building in Tamuning.

The intent of this second meeting is to discuss the construction and financing papers provided to DPW this week.

Please contact Donna Herrero at 671-646-3131 to confirm your participation. I look forward to seeing you.

Sincerely,

VINCENT P. ARRIOLA
Director

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION
PAN AMERICAN BUILDING
139 Murray Blvd Suite 100
Hagåtña, Guam 96910

November 19, 2025

BID PROTEST

THIS IS A PRE-AWARD PROCUREMENT PROTEST OF DEPARTMENT OF PUBLIC WORKS PROJECT NO. 730-5-1059-L-YIG (THE "PROJECT"), AND AS SUCH THIS CORRESPONDENCE SERVES AS A STATUTORY TRIGGER FOR AN AUTOMATIC STAY REGARDING THE CONTINUED PROCUREMENT OF THE PROJECT. PURSUANT TO 5 GCA § 5425(G), THE TERRITORY SHALL NOT PROCEED FURTHER WITH THE SOLICITATION OR WITH THE AWARD OF THE CONTRACT PRIOR TO FINAL RESOLUTION OF THIS PROTEST.

VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov

Dear Director Arriola:

Our office continues to represent General Pacific Services ("GPS"), an offeror on Project No. 730-5-1059-L-YIG (the "project"). On November 17, 2025, the Department of Public Works ("DPW") provided our attorneys with a group of documents it stated was the procurement record generated for the project — more than two weeks after the procurement record was originally requested. Instead of a single procurement record as required by law, the agency pointed to 18 separate unordered documents consisting of 74 total pages. It strains credulity for DPW to claim that this group of documents is indeed the procurement record for Project No.

730-5-1059-L-YIG, especially when held up against a project cost in excess of $140,000,000.00 dollars.

The incomplete documents purporting to be a procurement record, the impending award to Core Tech International ("CTI"), and the requirement that GPS bring these reasons for its aggrievement under the procurement law to DPW's attention in a timely manner compel the instant submission of this protest with your agency, without prejudice to any further ground for protest that may be contained in the complete procurement record.

The current grounds for GPS' protest are summarized here:

1. Because DPW was delayed in preparing the procurement record and has not provided GPS with the entire record of this procurement kept by DPW, GPS is compelled to protest what it views as an incomplete and improperly kept record of procurement.

2. The production of November 17, 2025, cannot, as a matter of law, be used to support a contract award to CTI. Guam law mandates that "each procurement officer shall maintain a complete record of each procurement." 5 G.C.A. § 5249. The basic requirements under 5 G.C.A. § 5249 mandate that each procurement officer maintain a complete procurement record that contains: (1) meeting records with dates, times, subject matter, and participants; (2) communication logs between government employees and the public, bidders, vendors, or manufacturers; (3) sound recordings of pre-bid conferences, negotiations, and small purchase discussions; (4) vendor brochures, submittals, and all drafts used in specification development; and (5) the requesting agency's determination of need. Additional requirements apply for specific procurement types, including extensive record-keeping for competitive sealed bidding processes. Moreover, no procurement award may be made without written certification under penalty of perjury that complete records have been maintained and are available for public inspection. These all appear to be missing from the 74-page record. Guam law categorically and independently prevents an award when the material record of the procurement was not properly maintained. Under Guam law, "a complete procurement record is required by law for an award," *Teleguam Holdings LLC v. Territory of Guam*, 2018 Guam 5, ¶ 35 (Guam May 14, 2018), citing 5 G.C.A. § 5250.

3. To the extent that the procurement record is incomplete, GPS cannot fully examine any other grounds for protest at this time, but reserves its right to protest on any additional ground should the procurement record subsequently be furnished.

RELIEF REQUESTED

GPS requests that DPW render a decision that:

1. Determines that the lack of a procurement record prevents an award to CTI;
2. Determines that DPW must reissue the procurement so that a proper record can be kept from the inception, thus providing the public with a legal record that justifies and records the procurement process and decisions that are made.

Finally, this is a pre-award procurement protest of Department of Public Works Project No. 730-5-1059-L-YIG, and as such this correspondence statutorily triggers the Automatic Stay. Pursuant to 5 GCA § 5425(g), the Territory shall not proceed further with the solicitation or with the award of the contract prior to final resolution of this protest.

We look forward to your prompt and expeditious resolution of this protest.

Sincerely,

Joshua D. Walsh

Gmail **Donna Herrero <donna.herrero@dpw.guam.gov>**

Bid Protest

Donna Herrero <donna.herrero@dpw.guam.gov> Wed, Nov 19, 2025 at 4:22 PM
To: Leslie Travis <leslie.travis@guam.gov>, Krystal Paco-San Agustin <krystal.paco@guam.gov>

Good afternoon,

Director Arriola has requested to forward the attached document for your review.

Respectfully
Donna Herrero,
Private Secretary
Department of Public Works
(671)647-5055

---------- Forwarded message ---------
From: **Donna Herrero** <donna.herrero@dpw.guam.gov>
Date: Wed, Nov 19, 2025 at 3:05 PM
Subject: Bid Protest
To: Gov. Lourdes A. Leon Guerrero <governor@guam.gov>, Lieutenant Governor <lt.governor@guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Ernest G. Candoleta Jr. <ernest.candoleta@dpw.guam.gov>

Governor and Lt. Governor,

Please find the attached document for your review.

Respectfully,
Donna Herrero,
Private Secretary
Department of Public Works
(671)647-5055

Bid Protest.pdf
86K

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

New Simon Sanchez High School (FDDBLM) - Monthly Client Status Report and Invoice for October 2025

Alvin Bejosa <abejosa@ssfm.com> Wed, Nov 19, 2025 at 6:45 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>, "erica.taitano@dpw.guam.gov" <erica.taitano@dpw.guam.gov>
Cc: "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Valarie San Nicolas-Cruz <valarie.sannicolas@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hafa Adai John and Erica,

Attached, please find SSFM's Monthly Client Status Report for October 2025 which provides an overview of our activities for the Simon Sanchez High School Project. Additionally, I have included our invoice for the same period.

Please acknowledge receipt of this email. Should you have any questions or require further clarification, please do not hesitate to reach out.

Best Regards,

Alvin Bejosa | Project Coordinator

SSFM International

Innovate | Adapt | Sustain

501 Sumner Street, Suite 620 | Honolulu, Hawaii 96817
T 808.531.1308 | D 808.913.0074
abejosa@ssfm.com | www.ssfm.com

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2 attachments

251031 DPW SSHS CM CSR 010.pdf
4599K

251031 SSFM DPW SSHS Oct 2025 Invoice.pdf
991K

SSFM INTERNATIONAL, INC.
215 Rojas St., Ste. 213
Harmon, Guam 96913
Phone: (671) 646-7736
Fax: (671) 300-7738

Project Managers, Planners & Engineers
American Consulting Engineers Council, Member

October 31, 2025

2024_003.000

Department of Public Works
542 North Marine Corps Drive
Tamuning, GU 96913

Attn: Mr. Vincent P. Arriola, Director
Project: Professional Construction Management Services for the Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG

For services rendered thru: **10/1/25 - 10/31/25** **Billing No. 010**

Phase	Fee	% Complete	Work to Date	Previous Billing	This Billing
Construction Management	$7,950,055.44	21.03%	**$1,672,050.98**	**$1,439,530.28**	$232,520.70
SUBTOTAL	$7,950,055.44		$1,672,050.98	$1,439,530.28	$232,520.70
				TOTAL DUE	**$232,520.70**

I certify that the above bill is correct and just and that payment has not been received.

SSFM INTERNATIONAL, INC.

Glenn Leon Guerrero
Project Manager

PROFESSIONAL CM SERVICES FOR THE CONSTRUCTION SIMON SANCHEZ HIGH SCHOOL

2024_003.000

CONSTRUCTION DURATION = **30 Months**

BASE FEE ESTIMATE: **$232,520.70**
(Base Labor + ODC)

DURATION	MONTHS	1 FTE SUBTOTAL	YR 1	YR 2	YR 3
Preconstruction	6	1040	1040		
Construction	30	5200	1040	2080	2080
Post Construction	0	0			
	36				

CATEGORIES	*Direct Rate*	*184%*	*15%*
Principal	$82.00	$232.88	$267.81
Project Manager	$75.00	$213.00	$244.95
Resident Engineer	$75.00	$213.00	$244.95
Deputy Resident Engineer	$60.00	$170.40	$195.96
BIM Manager	$50.00	$142.00	$163.30
Construction Inspector	$50.00	$142.00	$163.30
Scheduler	$55.00	$156.20	$179.63
Document Specialist	$28.00	$79.52	$91.45

LABOR ESTIMATE	Principal	Project Manager	Resident Engineer	Deputy Resident Engineer	BIM Manager	Construction Inspector	Construction Inspector	Construction Inspector	Scheduler	Document Specialist	SUBTOTAL
Labor Rates per Hour, Yr 1>>	$267.81	$244.95	$244.95	$195.96	$163.30	$163.30	$163.30	$163.30	$179.63	$91.45	
Labor Rates per Hour, Yr 2>>	$275.85	$252.30	$252.30	$201.84	$168.20	$168.20	$168.20	$168.20	$185.02	$94.19	
Labor Rates per Hour, Yr 3>>	$284.12	$259.87	$259.87	$207.89	$173.24	$173.24	$173.24	$173.24	$190.57	$97.02	
Pre Construction	20%	50%	100%	0%	100%	0%	0%	0%	10%	100%	
	0	0	0	0	0	0	0	0	0	0	
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Construction	5%	50%	100%	100%	0%	100%	100%	100%	10%	100%	
	8.67	86.67	173.33	173.33	0.00	173.33	173.33	173.33	17.33	173.33	
	$2,406.36	$22,001.75	$44,000.96	$35,200.77	$0.00	$29,333.97	$29,333.97	$29,333.97	$3,226.18	$16,427.02	$211,265.00
Post Construction	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
	0	0	0	0	0	0	0	0	0	0	
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
										Sub-Total Labor	**$ 211,265.00**

NOTE: 3% escalation of rates on Year 2 and 3 manhours

OTHER DIRECT COSTS	Remarks	Units			Unit Cost		Qty/Duration	Subtotal
Cell Phone	Cell phones at monthly rate	6			$80.00		1	$480.00
CM System (Cloud Based)	Online documentation, emails, Newforma, sharepoint, internet	1			$1,200.00		1	$1,200.00
BIM Support	Pre-Construction BIM Support	1			$0.00		0	$0.00
Pre Con Phase Support	Pre Construction Phase Support (4 Months)	1			$94,957.25		0	$0.00
Rental Vehicle	Inspectors	4			$1,200.00		1	$4,800.00
Rental Car	RE/Deputy RE	2			$1,200.00		1	$2,400.00
Vehicle Gas		6			$50.00		1	$300.00
Computer Equipment	Laptop, monitors, docking stations, etc.	1			$3,000.00		0	$0.00
Printer/Scanner/Copier	Leased copier/scanner from vendor	1			$300.00		1	$300.00
Office supplies		1			$150.00		1	$150.00
							Sub Total Other Direct Costs	$9,630.00
							Sub-Total	$220,895.00
							Tax	$11,625.70
							Grand Total	**$232,520.70**

SSFM International

SSFM INTERNATIONAL, INC.
MONTHLY STATUS REPORT TO CLIENT

Project Name:	**New Simon Sanchez High School Finance, Demolition, Design, Build, Lease/Leaseback & Insure/Capital Maintenance (FDDBLM)**
Name of Client:	**Guam Department of Public Works**
Date of This Report:	**October 01 – October 31, 2025**
Date of Last Report:	**September 30, 2025**
Prepared By:	**Glenn Leon Guerrero**

SCOPE OF WORK

- Construction Management (Procurement & Negotiation)

WORK COMPLETED FOR THE PERIOD (10/1/25 to 10/31/25)

October 1, 2025 (Wednesday)

- Conducted SSHS Internal Meeting to review the Notice of Intent to Award (NOIA), Maintenance Agreement, Construction Agreement, and discuss the Process Flow Chart along with the legal findings related to the NOIA.
- Drafted letter for the DPW Director to the Attorney General requesting continuity of legal services for the SSHS project and sent to the DPW Director.
- Reviewed and collaborated on the creation of the Notice of Intent to Award for CTI. Prepared NOIA for DPW review.
- Performed legal research on the timing of issuing a Notice of Intent to Award and notified DPW Deputy Director to discuss the matter. Emailed the DOA Director and DPW Director, along with other governmental directors on findings.
- Sent a briefing to the DPW Director on the timing of the Notice of Intent to Award and the scheduled meeting with fiscal this week.

October 2, 2025 (Thursday)

- Collaborated with the GEDA CEO on Internal Government Meeting.
- Collaborated with the DOA Director on the Notice of Intent to Award, discussed next steps, and conducted the SSHS Internal Government Meeting.
- Coordinated with the DPW Deputy Director regarding the meetings scheduled for the upcoming week.

October 3, 2025 (Friday)

- Reviewed and updated the 9/30/25 meeting minutes with the DPW Director.
- Updated the October 2025 Client Status Report.

WORK COMPLETED FOR THE PERIOD (10/1/25 to 10/31/25)

October 6, 2025 (Monday)

- Call with the DPW Director regarding Negotiation Committee Meeting.
- Prepared and coordinated the SSHS Negotiation Committee Meeting.
- Revised the SSHS Process Flow Chart in preparation for today's Internal Government Meeting to ensure accuracy and clarity in project processes.
- Prepared the agenda for the SSHS Internal Government Meeting scheduled for today.
- Reviewed of the Maintenance Agreement and the Construction/Project Development Agreement in preparation for the government meeting.
- Participated in SSHS Negotiation Committee Meeting at GEDA office.
- Compiled and drafted action items and notes from the meeting for future reference and follow-up.
- Reviewed specification sections 01301 pertaining to Project Management and Coordination to ensure alignment with project objectives.

October 7, 2025 (Tuesday)

- Conducted SSFM Internal Meeting to review the draft contracts for the Project Development Agreement and the Maintenance Agreement ensuring alignment and clarity between the two documents. Key action items for the week were discussed and assigned.
- Emailed the BBMR Director and SSHS Negotiation Committee, summarizing the outcomes of the previous day's meeting and outlining the next steps for the week.
- Revised the Maintenance Agreement and distributed it to both the BBMR Director and the DOA Director for their review and feedback.
- Analyzed email correspondence from the BBMR Director regarding the JFK P3 Technical Specifications, followed by a comprehensive review of the Technical Specifications document.

October 8, 2025 (Wednesday)

- Reviewed and finalized the agenda for this week's SSHS Internal Government Meeting as requested by the DOA Director. Distributed the agenda along with the SSHS Process Flow Chart to the team for their reference and preparation.
- Conducted SSFM Internal Meeting to discuss the draft of the SSHS Project Development Agreement. Organized the key points to be included in an email to be sent to the BBMR Director.
- Compiled background information and drafted the DRAFT Project Development Agreement and Maintenance Agreement. Sent these documents to the BBMR Director, along with a list of outstanding concerns that require attention.

WORK COMPLETED FOR THE PERIOD (10/1/25 to 10/31/25)

- Confirmed Morgan Stanley Simon Sanchez High School COP Series 2025A Kick Off Call with BBMR Director.

October 9, 2025 (Thursday)

- Collaborated with the BBMR Director to prepare for the meeting with government representatives and Morgan Stanley.
- Conducted SSFM Internal Meeting to discuss the outcomes and key takeaways from the meeting with government representatives and Morgan Stanley.
- Reviewed all pertinent documents related to the government and other documents provided during the meeting with Morgan Stanley.
- Edited September CSR for internal team review.

October 10, 2025 (Friday)

- Attended a call with the BBMR Director to discuss the involvement of GEDA Legal Counsel and outline the next steps for the P3 contracts.
- Reviewed the email from Jong at CTI concerning the internal pre-construction coordination for the project.
- Began drafting October 2025 Client Status Report (CSR).

October 13, 2025 (Monday)

- Coordinated with DPW regarding CTI's request for a meeting to align on project progress.
- Finalized September CSR for internal team review.

October 14, 2025 (Tuesday)

- Coordinated the Pre-Construction Coordination Meeting with CTI and the Negotiation Committee.
- Reviewed Specifications Sections 15420 and 15430 (Drainage and Plumbing Fixtures)
- Internal Meeting/call with Ed, Glenn, and Joe to discuss scheduling a meeting with CTIs.
- Reviewed correspondence / emails from DOA, BBMR, and the DPW Deputy Director.
- Internal Meeting with Glenn, Ed, Gerard, and Joe to discuss the content.
- Construction Management (CM) Meeting with CTI and government representatives.
- Reviewed emails from DOA, BBMR, and the DPW Deputy Director. Conducted SSHS Internal Meeting to discuss.
- Drafted the CTI Notice of Intent to Award, along with notifications to GEFF and GPS; sent the draft to the DPW Deputy Director for review and legal review.
- Conducted a call with the DPW Deputy Director to discuss the draft Notice of Intent to Award and the legal review process.

WORK COMPLETED FOR THE PERIOD (10/1/25 to 10/31/25)

- Canceled the previously scheduled Pre-Construction Coordination Meeting with CTI and the SSHS Negotiation Committee.

October 15, 2025 (Wednesday)

- Conducted SSFM Internal Meeting to coordinate meeting and discuss SSHS matters.
- Phone call with Acting DPW Director on status of AG's review of Notice of Intent to Award.
- Continued the review of project drawings.
- Reviewed specifications for Section 01205.
- Sent the September 2025 CSR and Invoice 09 to DPW and followed up on Invoice 08.

October 16, 2025 (Thursday)

- Collaborated with the Acting DPW Director on the status of the Notice of Intent to Award with the Attorney General.
- Continued the review of project drawings.
- Reviewed Specifications for Sections 01450 and 01500 (Quality Control and Temporary Facilities).

October 17, 2025 (Friday)

- Managed emails, project chats, filing, and the preparation of the Daily Activity Report.
- Reviewed and coordinated the request from CTI regarding the preliminary site assessment.
- Drafted the SSHS status update report, including government action items, and sent it to the DPW Director and Deputy Director.
- Coordinated the upcoming site visit for next week with DPW, CTI, SSFM, and TRMA.

October 20, 2025 (Monday)

- Confirmed and coordinated October 21 site visit at SSHS with CTI and consultants.
- Setup iPad for operational use with SSHS.
- Continued the review of drawings related to water line and sewer tapping.
- Reviewed the Summary of Works and References in Sections 01010 and 01068.

October 21, 2025 (Tuesday)

- Participated in the site visit at SSHS with representatives from CTI, GHD, TRMA, and SSHS.
- Drafted and submitted a progress report email and action items for the DPW Director and Deputy Director.
- Continued the review of drawings related to water line and sewer tapping.

WORK COMPLETED FOR THE PERIOD (10/1/25 to 10/31/25)

October 22, 2025 (Wednesday)

- Arranged for meet up to receive signatures for the Letter of Determination from the SSHS selection committee.
- Continued the review of the Demolition Plan.
- Conducted SSFM Internal Meeting to review the previous day's site visit with CTI and discussed action items.
- Collaborated with the DPW Chief Building Inspector regarding the Demolition Permit requirements.
- Discussed updates from the BBMR Director on the status of P3 contracts.
- Collaborated with the DPW Deputy Director on the status of Notice of Intent to Award and Letter of Determination.
- Coordinated with the DPW Director's Secretary, regarding the signatures needed for the Letter of Determination.
- Emailed the fully executed copy of Letter of Determination to the DPW Director, Evaluation Committee, and Assistant Attorney General Keeler.
- Transmitted the original copy of the Letter of Determination to DPW.
- Emailed follow up with the DPW Engineer Supervisor on Invoice 08 and Invoice 09.

October 23, 2025 (Thursday)

- Prepared report from the October 21, 2025, site visit.
- Setup iPad for operational use with SSHS.
- Reviewed and reinstated the use of New Forma Capture for daily field notes and activity reports, including the integration of live photos.
- Collaborated with SSFM staff on the effective use of the software.

October 24, 2025 (Friday)

- Drafted the Notice of Intent to Award for CTI and the accompanying notifications for unsuccessful proposers
- Reviewed the environmental and temporary facilities specifications.
- Assessed the stormwater management calculations.
- Revised the Draft Notice of Intent to Award and the notification to DPW.
- Followed up on the status of the P3 agreement with DPW and GEDA.

October 27, 2025 (Monday)

- Finalized report from the October 21, 2025, site visit.
- Coordinated with DPW for Notice of Intent to Award letter notification to proposers.
- Continued reviewing drawings and specifications.
- Reviewed the Letter from Chief Deputy Attorney General Gutherie.

WORK COMPLETED FOR THE PERIOD (10/1/25 to 10/31/25)

- Conducted SSFM Internal Meeting on Notice of Intent to Award (NOIA) and this week's action items.
- Redrafted the Notice of Intent to Award notification memos with AG Guthrie's feedback, and prepared final copies for the DPW Director's review and signature.
- Collaborated with the DPW Director on issuance of the NOIA and provided a draft Press Release.
- Secured signed NOIA letters from DPW for project files.
- Followed up with the GEDA CEO regarding the status of P3 contracts on behalf of the DPW Director.
- Drafted and sent a press release for the SSHS Notice of Intent to Award to the DPW Director.

October 28, 2025 (Tuesday)

- Call from BBMR Director to discuss Notice of Intent and timeline for Draft P3 contract from GEDA.
- Reviewed feedback email from the DPW Director on proposed press release.
- Called the DPW Director's Secretary to discuss feedback from DPW Director.
- Went to DPW to follow up with the DPW Engineer Supervisor on GPS acknowledgement of receipt of NOIA.
- Sent update to DPW Director on discussion with BBMR Director and P3 contract timelines.
- Finalized October 21, 2025, Site Visit Report.

October 29, 2025 (Wednesday)

- Meeting with SSFM Principal and Project Manager to update on discussions with BBMR Director, future invoicing, demolition plan.
- Followed up with the DPW Engineer Supervisor on status of GPS acknowledgement of receipt of NOIA then confirmed receipt from all three proposers.
- Reviewed DPW CM Inspection Service Manual 2010.
- Scheduled SSFM Weekly Internal Meetings for November 3, 2025.
- Continued to review drawings and specifications.
- Reviewed specs section 01450, quality control, inspection, and testing plan.

October 30, 2025 (Thursday)

- Reviewed SSFM Weekly Client Report template.
- Reviewed CM Contract documents.
- Continued to review drawings and specifications.
- Reviewed specs sections 01500, 01560, 01567, and 01600.
- Set up project filing system for reports and documents tracking.

WORK COMPLETED FOR THE PERIOD (10/1/25 to 10/31/25)
October 31, 2025 (Friday) • Phone call from Roy Quinata Special Assistant to the Governor, requesting information about SSHS needed for groundbreaking and public relations. • Emailed Special Assistant to the Governor requesting more specific on groundbreaking. • Meeting with SSFM Principal and Resident Engineer regarding next week's preliminary survey and Weekly Client Reports. • Conducted SSFM Internal Meeting on site visit plan for existing site condition. • Compiled October Monthly CSR.

IMMEDIATE ACTION ITEMS	
CLIENT Action Items:	• Request status and feedback on SSFM Invoice 08 and 09. • Follow up and provide update on the SSHS No Cost Change Order. Submitted on May 09, 2025, to the AG's Office for approval.
SSFM Action Items	• N/A

MEETINGS COMPLETED FOR THE PERIOD (10/1/25 TO 10/31/25)		
SSHS Negotiation Committee Meeting	GEDA	October 6, 2025
Site Visit with CTI and GDOE	SSHS	October 21, 2025

UPCOMING MEETINGS (Tentative)		
DPW Director's Meeting	DPW Director's Office	November 04, 2025
Site Visit with DPW Director for Groundbreaking Ceremony	SSHS	November 05, 2025
Meeting with Groundbreaking Ceremony Committee	Governor's Office	November 13, 2025
Meeting with Groundbreaking Ceremony Committee	Governor's Office	November 20, 2025

UPCOMING DEADLINES / Tentative Schedules	
Description of Work Item	**Deadline**
End of 14 Day Period after Notice of Intent to Award	November 11, 2025
1st Draft Bond Documents - GEDA	November 12, 2025

UPCOMING DEADLINES / Tentative Schedules	
Description of Work Item	**Deadline**
Groundbreaking Ceremony for SSHS	November 24, 2025
2nd Draft Bond Documents - GEDA	November 26, 2025
Route Contracts for Signature	Pending

PENDING ITEMS and ISSUES	
1.	GEDA is waiting for the 14-day period after issuance of Notice of Intent to Award period lapse prior to drafting the P3 Contract. The Notice of Intent to Award was sent on October 27, 2025, and the anticipated date to issue the Draft P3 Contract from GEDA is November 11, 2025.
2.	Anticipated groundbreaking and media event scheduled for the end of November 2025.

MISCELLANEOUS COMMENTS	
1.	None.

PROJECT STATUS – SCHEDULE and PROGRESS			
Schedule			
NTP Date	**Current Completion Date**	**% Complete**	**Comments**
9/27/24	**9/26/27**	**21.03%**	**Construction Management**

ATTACHMENTS	
1.	DRAFT DPW Letter to Guam AG regarding "Continuity of Legal Services from Assistant AG Tom Keller" – October 2, 2025
2.	Internal Government Meeting Minutes – October 2, 2025
3.	Transmittal of Evaluation Committee Letter Determination – October 20, 2025 (Signed October 22, 2025)
4.	SSFM Site Visit Report – October 21, 2025
5.	Notice of Intent to Award for CTI – October 27, 2025 (with email confirmation from CTI)
6.	Notification of Notice of Intent to Award for GEFF II – October 27, 2025 (with email confirmation from GEFF II)

ATTACHMENTS	
7.	Notification of Notice of Intent to Award for GPS – October 27, 2025 (with email confirmation from GPS)
8.	Press Release of Notice of Intent to Award – October 28, 2025 (with email confirmation from DPW)

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUBLIKO

VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

October 2, 2025

The Honorable Douglas B Moylan
Attorney General of Guam
Office of the Attorney General
590 S. Marine Corps Drive; ITC Bldg., Suite 902
Tamuning, Guam 96913

SUBJECT: **Request for Continuity of Legal Services from Assistant AG Keeler**
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Dear Attorney General Moylan,

Buenas yan Hafa Adai! Over the past year, the Department of Public Works (DPW) has greatly valued the partnership and support of your office in advancing the construction of the new Simon Sanchez High School. This project represents one of our community's most important undertakings, and the contributions of your team have been instrumental in ensuring both integrity and progress throughout the procurement process.

In particular, the active engagement of Assistant Attorney General Tom Keeler has been critical in guiding the development of the Request for Proposal, the procurement process, and providing continuity as we move forward. DPW, together with the Guam Department of Education and our government partners, is now engaged in negotiations with the highest-ranked proposer and will be preparing the contracts with all stakeholders, including GEDA's bond counsel. The continued involvement of your office is vital to ensuring these efforts remain on track and result in the successful delivery of this much-needed school for our students and families.

With this in mind, we respectfully request that Assistant Attorney General Keeler remain assigned to this project. His historic knowledge and direct experience with the project and process provide the continuity necessary to reach a positive and timely outcome.

We are grateful for the support your office has provided thus far and look forward to continuing our partnership as we work together to deliver a new Simon Sanchez High School that the people of Guam can be proud of.

Sincerely,

VINCENT P. ARRIOLA
Director

SSFM International

SSHS INTERNAL GOVERNMENT MEETING
MINUTES
Monday, October 06, 2025, 2:00 PM
GEDA Conference Room

Attendees:			
Vince Arriola	DPW	Joseph Duenas	SSFM
Linda Ibanez	DPW	Glenn Leon Guerrero	SSFM
Erik Swanson, Ph.D.	GDOE	Gerard Bautista	SSFM
Carla Masnayon	GDOE-SSHS	Ed Hipolito - virtual	SSFM
Tina Garcia	GEDA	Connie Garrido - virtual	SSFM
Angelene Rios	GEDA	Alvin Bejosa - virtual	SSFM
Lester Carlson	BBMR	Thuy Nguyen	SSFM
Cedric Cruz	TRMA	Jerome Chaz	SSFM

I. CALL TO ORDER

- *Meeting was called to order at 2:07 PM by DPW Director Vince Arriola.*

II. NEW BUSINESS

A. SSHS CTI Conditional Acceptance Letter - Delivered Thursday, 9/25/25.

B. Next Steps **(See DRAFT Process Flow Chart)**

~~1) Negotiate Construction Scope and Cost- (Lead Agency- DPW)~~ – Completed.

2) Negotiate Finance, Insurance and Maintenance with CTI. Submit information (finance, insurance, maintenance, and construction agreement) to GEDA to incorporate into P3 contract. (Lead Agency- GEDA)

- *Director Arriola (DPW) showed the flow chart of process to the group (see attachment). Joe Duenas (SSFM) explained the flow chart and steps and asked whether flow and next steps were in correct sequence. Tina Garcia (GEDA) agreed to the flow and next steps.*
- *Tina Garcia asked whether a Notice of Intent to Award to CTI was required. Director Carlson (BBMR) said no need at this time; it will come later.*
- *Director Carlson (BBMR) outlined the prerequisites before demolition and construction, emphasizing that GDOE should have authority over maintenance standards and expedite the paperwork to start the project. He also stated that the first 5 years should not be too costly to maintain as it is a new facility.*

3) GEDA/Bond Counsel Draft P3 Master Agreement (Lead Agency – GEDA)

- *Director Carlson (BBMR) explained that the JFK indenture contracts will be used as guide for SSHS, and asked SSFM to ask CTI to identify its conduit issuer.*
- *Director Carlson (BBMR) noted that Morgan Stanley and Bank of America are the appointed underwriters, with Barclays included if CTI request.*

4) Circulate Draft P3 Agreement for review (Lead Agency – DPW)
   - *Director Carlson (BBMR) stated the construction contract will need CTI's conduit issuer. Principal Masnayon (SSHS) said she agreed with the maintenance schedule, using JFK Maintenance Agreement as guide while adding items needed for SSHS.*
   - *Director Carlson (BBMR) mentioned that he and Tina Garcia (GEDA) will review the P3 Master Agreement, and GEDA will compile all components: finance, insurance, construction, O&M, into one master P3 contract. GEDA will send to bond counsel (Orrick) for review.*
5) Finalize P3 Contract (Lead Agency – GEDA).
6) Circulate Contract for Signature (Lead Agency – DPW)
   - *Director Carlson (BBMR) expressed hope that bond issuance will be completed by the first or second week of December due to the upcoming holidays.*
7) Demolition/ Design (Lead Agency – DPW)
   - *Director Arriola (DPW) said the Governor's Office was looking at a potential groundbreaking on October 21. Deputy Director Ibanez (DPW) stated that it might not be possible because contracts are not yet finalized.*
   - *Director Arriola (DPW) mentioned the Governor's Office requested a public demolition event to mark the start of construction.*
8) Construction (Lead Agency – DPW)

C. DRAFT Agreements Prepared- Maintenance and Construction

D. AG's Office Participation
   - *Director Carlson (BBMR) said the AG's office will review final draft after GEDA Board approval, per procedure.*
   - *Joe Duenas (SSFM) confirmed that outgoing procurement email correspondence will copy in both Assistant AG Keller (OAG) and Deputy AG Joe Guthrie (OAG), as requested by DPW to ensure they remain involved in the procurement process.*

III. NEXT STEPS/ MILESTONES

A. **Negotiate Finance, Insurance Maintenance with CTI.**
B. Submit to GEDA/ Bond Counsel for DRAFT P3 Contracts
C. CTI and Government review of DRAFT P3 contracts.
D. Draft final P3 Contract (GEDA), Issue NOIA (DPW)
E. Route contracts for signature.

IV. OPEN DISCUSSION

- *Principal Masnayon (SSHS) asked if she can continue to use the field until demolition starts; Director Arriola (DPW) approved temporary continued use.*

- *Cedric Cruz (TRMA) mentioned of sharing CAD files with CTI to expedite design alignment. Director Arriola (DPW) approved.*
- *Superintendent Swanson (GDOE) asked if he could make SSHS progress known to public, Director Arriola (DPW) said, not yet but can a few sentence update for Superintendent Swanson to use in the State of Education Address.*

V. ACTION ITEMS

- *SSFM to ask CTI to identify the Conduit Issuer, Trustee, and the approval to the Maintenance Agreement.*
- *GEDA and BBMR to work on P3 Master Agreement with Bond Counsel.*
- *GEDA to route DRAFT P3 Master Agreement from Bond Counsel to stakeholders for comment (CTI, CM, TRMA, DPW, GDOE, SSHS).*
- *GEDA to forward comments to Bond Counsel for finalization.*
- *Director Arriola (DPW) to send few sentences update for Superintendent Swanson (GDOE) to use in the State of Education Address.*

VI. ADJOURN

- *Meeting adjourned at 3:23 PM by DPW Director, Vince Arriola.*

***

Edited and reviewed by:

_____
Glenn Leon Guererro
Senior Project Manager

SSFM International

SSHS SITE VISIT/MEET AND GREET
NOTES
Tuesday, October 21, 2025, 9:00AM
Simon Sanchez Campus, Yigo

Attendees:					
Carla Masnayon	SSHS	Principal	Welmer Delos Reyes	CTI	Civil
Jimmy Pangelinan	GDOE	Facilities & Maintenance	Mark Mansanto	CTI	Civil
Young Kim	CTI	Project Manager	Aaron Sutton	GHD	Civil Engineer
Alon Elamparo	CTI	Senior Estimator	Cedric Cruz	TRMA	Architect
Ferdinand Lumanlan	CTI	Civil	Virgilio Valencia	SSFM	CM Senior Inspector
Ricardo Bagacay	CTI	Electrical	Thuy Nguyen	SSFM	CM Program Technician
Patrick Lapira	CTI	Project Superintendent	Jerome Chaz	SSFM	CM Civil Engineer

I. CALL TO ORDER

- *Meeting was called to order at 9:00 AM by Young Kim, CTI Project Manager.*

II. INTRODUCTIONS

- *The group introduced themselves, company, and role on the project. See Attendees Listing above.*

III. SITE VISIT

A. The group were split into three groups to do different walkthrough.
Group 1: (Aaron, Alon, Cedric, and Jerome) – The group did a walkthrough around the front of the school, around the Gym, Tennis Courts, Soccer Field, Snail Colony, Proposed Contractor Laydown/Office, and the cafeteria. See attached Exhibit "A".

- *CTI indicated that they are working on the work design drawings and the Design Team (Alon) is expecting to send the Project Manager (Young Kim) a revised set of drawings by next week.*
- *TRMA confirmed that there are no items or furniture that would be salvaged except for the Simon Sanchez Statue and flag poles which will be relocated.*
- *TRMA confirmed that there are no trees on the parking next to the gym that will be saved.*
- *The Group identified shallow limestone rock on the soccer field and on other parts of campus.*
- *CTI indicated that they are looking at Existing Building 319 and 320 to be used as the temporary field offices and will not be demolished during the demolition phase. CTI is considering reusing the existing Autoshop for laydown.*

- *The Group confirmed the existing headwall pipes located at the south of Building 319 and 320 to be 3 each 6 inches drainpipes and box type culvert.*
- *The Group confirmed the location on site of the snail colony and location of the proposed ponding basin/relocation of snail colony. Depending on the results of a current biological survey, the snail colony might not be relocated near the basin if it has not expanded.*
- *The Group confirmed that the Student Garden shown on the drawings does not exist.*
- *The Group confirmed the exact location of the backflow preventer and identified that water supply is coming from the FB Leon Guerero Middle school side. Water would need be capped prior to demolition.*
- *TRMA confirmed that limit of demolition does not include the existing cafeteria.*

B. **Group 2:** (Principal Masnayon, Jimmy, Young, Thuy) – The group did a walkthrough behind the Gym, Building 321, and Contractor's proposed Tempo Offices.
   - *Facility Management identified that SSHS does not have power, power source is coming from the FBLG Middle School, which can power the Temp Offices, Building 319/320.*
   - *According to Mr. Kim, CTI plans to do pest control prior to building demolition to prevent pest from migrating to neighboring areas.*
   - *The Team did not conduct indoor inspections due to pests (mosquitoes), strong mold odor, and potential hazardous materials inside the main buildings.*
   - *It was noted that if there is sighting for the snail, the contractor will block out and fence for the snails.*
   - *Principal Masnayon confirmed they will refurbish the basketball back board, which is housed in the cafeteria or Building 319, the back board will need to be relocated once demolition begin.*
   - *Jimmy mentioned Building 321 might have a lift inside, will need to inspect the building prior to demolition.*

C. **Group 3:** CTI Engineers and Ver (Virgilio, Patrick, Ferdinand, Welmer, Mark) – The Group went ahead to the proposed Field Office, Bldg. 319 & 320.
   - *Ver asked if the proposed Field offices are not along the proposed Building C, Cafeteria, CTI said it is at the new parking lot in front of the Cafeteria Building (Bldg. C) which does not interfere with the foundation excavation of Building C.*
   - *CTI said they will clean, repaint and install new Airconditioning Unit to both Bldg 319 and Bldg. 320.*
   - *The group went ahead to check nearby surroundings around the campus with Group 1.*

D. Refer to photos below.

IV. ADJOURN

- *Site Visit Meeting adjourned at 9:55 AM.*

SSHS EXISTING SITE CONDITION

SSFM INTERNATIONAL

Project Photos

PHOTO 1: Proposed temp office for contractor – Wide view

PHOTO 2: Proposed temporary office for Contractor – Closed up view

SSHS EXISTING SITE CONDITION

SSFM INTERNATIONAL

Project Photos

PHOTO 3: Building has power – back board for basketball located here, will refurbish for new SSHS.

PHOTO 4: Gymnasium has no power

Project Photos

PHOTO 5: Building 321 - Possible equipment store in the building.

PHOTO 6: Site Inspection Team (GDOE, CTI, and SSFM)

Project Photos

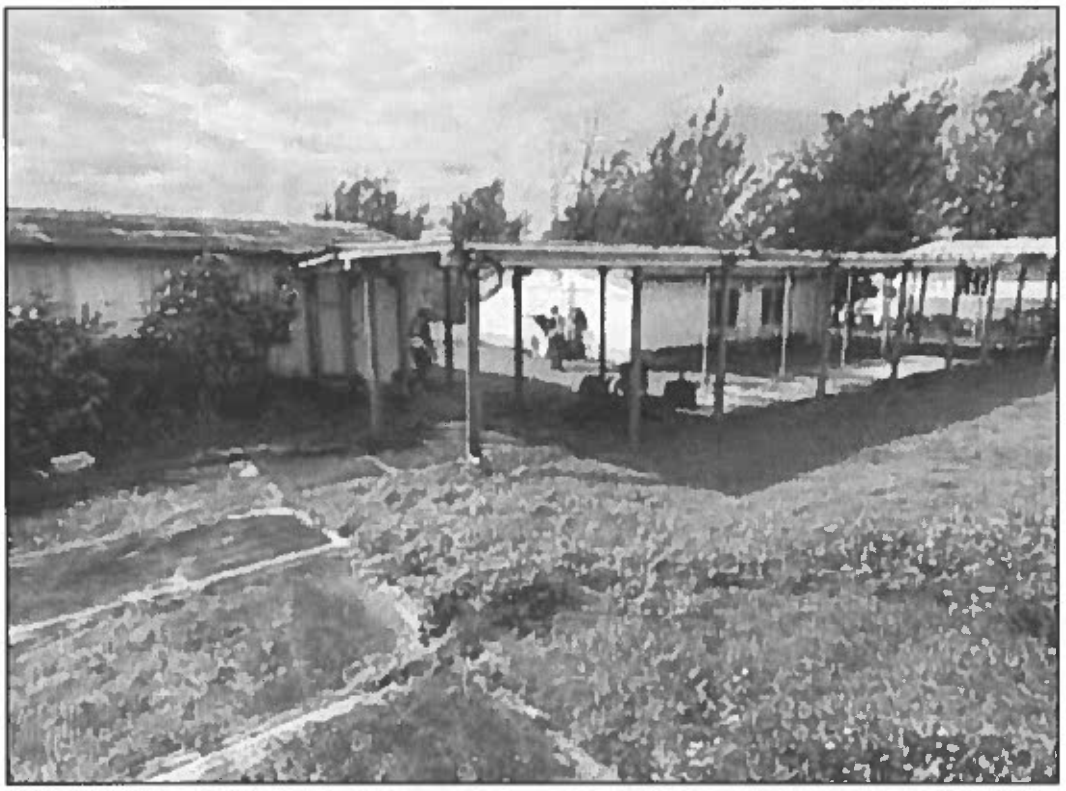


PHOTO 7: Proposed Temporary Office

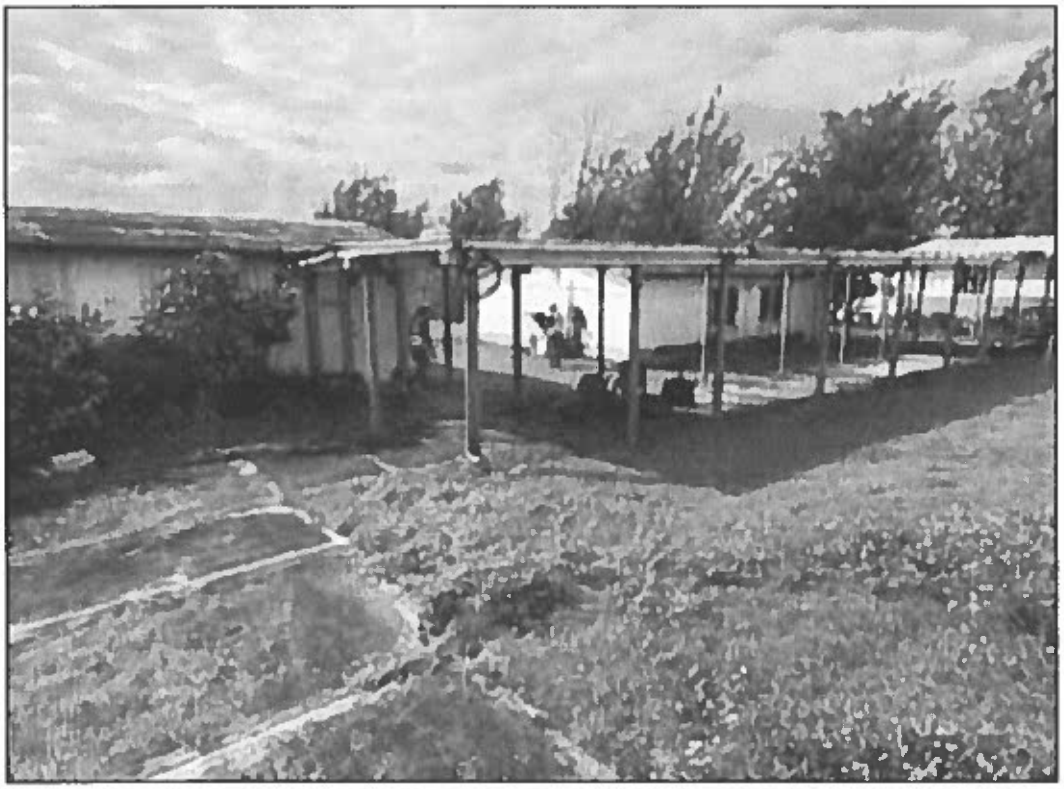
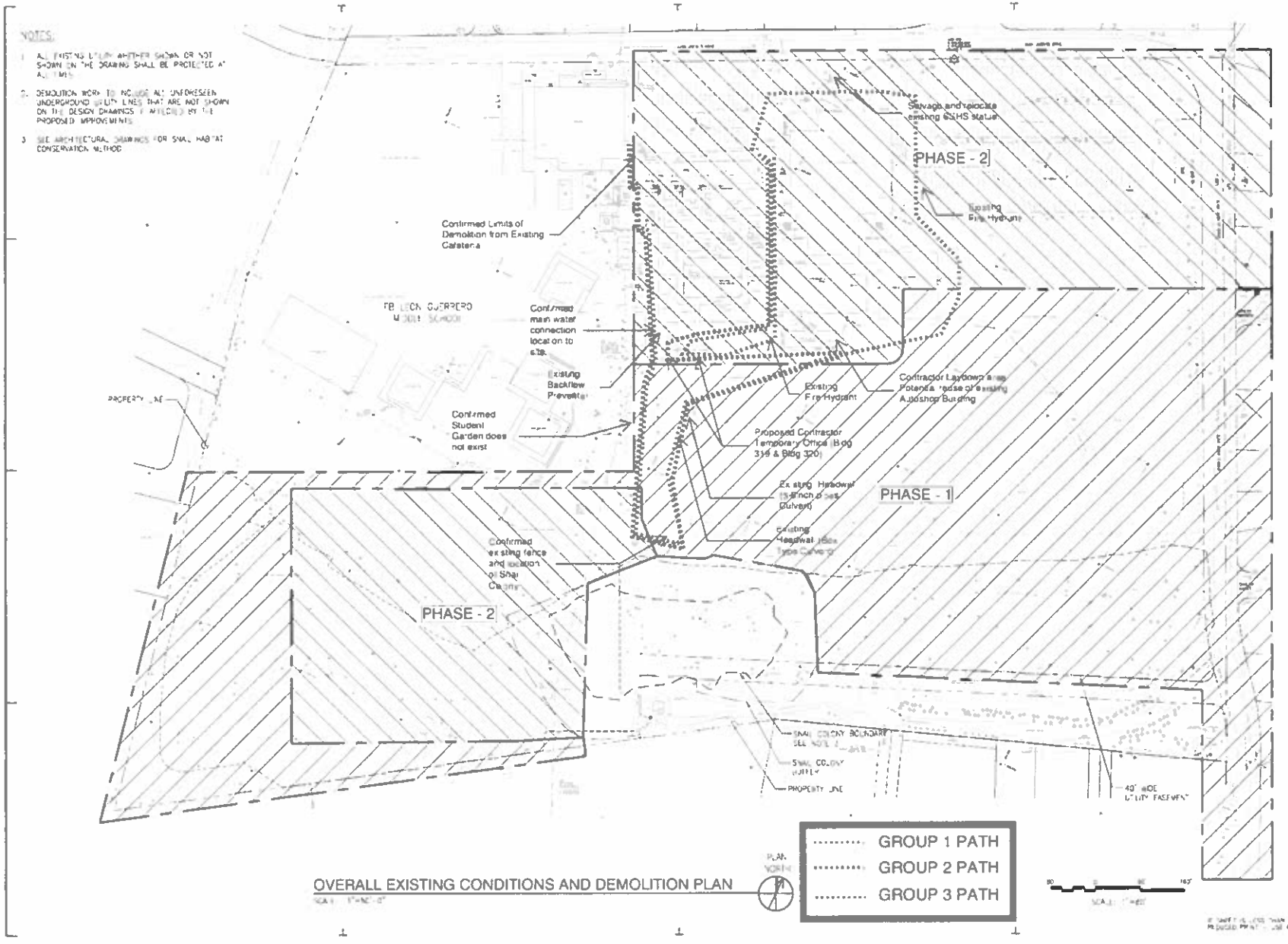


PHOTO 8: Proposed Contractor's Temporary Office (Interior)



OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN

REVISIONS

No.	Description	Date

TRMA

Architecture
Planning
Interior Design

DCA

Project:
GUAM
SIMON SANCHEZ HIGH SCHOOL

Title:
OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN
100% BID/GIR SUBMITTAL

Designed	SLA/AG
Drawn	CDC/JDC/MH
Checked	FMS
Submitted	FMS
Scale	AS NOTED
Date	08/28/20
Project No.	A-2020-016

Drawing No.
C1.0

Sheet No. ____ of ____

EXHIBIT "A"

SSFM International
Innovate | Adapt | Sustain

TRANSMITTAL

October 22, 2025 SSFM 2024_003.000

TO: Department of Public Works
542 North Marine Corps Drive
Tamuning, GU 96913

Attention: Mr. Vincent P. Arriola, Director

SUBJECT: **Letter from DPW Director Arriola and GDOE Superintendent Swanson**

we transmit here the following:

Evaluation Committee Letter of Determination - signed

remarks: Original document

SSFM INTERNATIONAL, INC.

Glenn Leon Guerrero
Senior Project Manager
Email: gguerrero@ssfm.com

Received by signed

DONNA MUNA

Print name

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLIKO

VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

MEMORANDUM TO PROCUREMENT FILE

October 20, 2025

FROM: VINCENT P. ARRIOLA, DIRECTOR

FOR: PROCUREMENT FILE

SUBJECT: **EVALUATION COMMITTEE LETTER OF DETERMINATION**
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

REFERENCE: Makahat Act (5GCA Ch. 58D, as amended by P.L. 37-222) and applicable Guam procurement laws

Purpose

This Letter of Determination documents the evaluation and ranking of proposals received under RFP No. 730-5-1059-L-YIG for the New Simon Sanchez High School (FDDBLM) Project. It summarizes the Evaluation Committee's findings and recommendation for issuance of a Notice of Intent to Award to the highest-ranked proposer, consistent with the RFP, the Ma Kåhat Act, and Guam procurement requirements. This letter is prepared for inclusion in the official procurement file and for review by the Office of the Attorney General prior to the NOIA.

Composition of Evaluation Committee

Pursuant to the Ma Kåhat Act, the Evaluation Committee was composed of:

1. Superintendent of the Guam Department of Education (Chair)
2. Director of the Department of Public Works or designee (Deputy Director)
3. DPW Building Permits Administrator
4. Director of Land Management or designee (Chief Planner)
5. Administrator of the Guam Economic Development Authority or designee (Deputy Administrator)
6. Principal of Simon Sanchez High School or designee

Each member executed conflict-of-interest and non-disclosure certifications in accordance with DPW policy. All designated members were present and participated fully in the evaluation.

Procurement Background

- RFP Issued: March 28, 2025

- Mandatory Pre-Proposal Conference: April 4, 2025
- Proposal Due Date: May 23, 2025
- Presentations & Q&A Sessions: June 4–5, 2025
- Three (3) proposals were received and evaluated:
  1. Core Tech International, LLC (CTI)
  2. General Pacific Services (GPS)
  3. Guam Education Finance Foundation III, Inc. (GEFF)

Evaluation Process

1. Each Committee member individually reviewed and scored each proposal in accordance with Section XXXV of the RFP (Evaluation Criteria) and Section XXXVI (Evaluation, Rating and Selection Table).
2. Scoring was based solely on qualifications; sealed Term Sheets and Price/Financing Proposals remained unopened until after ranking.
3. Each member's individual scores were compiled and summed to determine the total points for each Proposer. The Proposer with the highest aggregate score was ranked first.
4. Following presentations and Q&A sessions with each Proposer, the Committee finalized its rankings and the Chair formally notified the DPW Director of the results.
5. Upon authorization, the Government entered into negotiations with the highest-ranked Proposer (Core Tech International, LLC) on construction scope and cost in accordance with RFP Section XL through XLII (Negotiation and Award of Contract).

Evaluation Criteria Applied

As stated in the RFP, the Committee evaluated proposals on the following qualitative factors:

1. Experience and Qualifications – Relevant experience in finance/design/build/lease/maintenance projects.
2. Technical Approach and Project Implementation Plan – Methodology, schedule, risk mitigation.
3. Team Organization and Key Personnel – Capability and experience of proposed team.
4. Project Understanding and Creativity – Responsiveness to RFP objectives and innovation.
5. Financial Capacity and Lease/Leaseback Capability – Demonstrated ability to finance and manage long-term capital maintenance.

Results and Rankings

After independent scoring and tabulation, the Evaluation Committee tabulated the results with the final rankings:

1st Core Tech International, LLC (CTI)
2nd General Pacific Services (GPS)
3rd Guam Education Finance Foundation III, Inc. (GEFF)

The Committee determined that Core Tech International, LLC is the most qualified and responsive Proposer and therefore recommends it for the first opportunity to negotiate a contract pursuant to the RFP and the Ma Kåhat Act.

Compliance and Conclusion

The Evaluation Committee confirms that the procurement process was conducted in accordance with the Ma Kåhat Act and applicable Guam procurement laws and regulations. All advertising, receipt, evaluation, and

ranking procedures complied with the RFP's stated requirements and the principles of fairness and transparency. This Letter of Determination is executed prior to the Notice of Intent to Award and is placed in the procurement file for Attorney General review and audit record.

Recommendation

The Evaluation Committee hereby recommends issuance of a Notice of Intent to Award to Core Tech International, LLC, subject to completion of ongoing negotiations and all final administrative and legal approvals.

Signatures of Evaluation Committee

Executed pursuant to statutory composition of the Ma Kåhat Act.

1. _____ Date: 10/22/25
Superintendent, Guam Department of Education – Chair

2. _____ Date: 22 OCT 2025
Deputy Director, Department of Public Works (Designee of Director)

3. _____ Date: 10-27-2025
Building Permits Administrator, Department of Public Works

4. _____ Date: 10.22.25
Chief Planner, Department of Land Management (Designee of Director)

5. Christina Garcia Date: 10.22.25
Deputy Administrator, Guam Economic Development Authority (Designee of Administrator)

6. _____ Date: 10/22/25
Principal, Simon Sanchez High School

Sincerely,

VINCENT P. ARRIOLA
Director

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLERO

VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

October 27, 2025

Mr. Eun Ho, Chairman
Core Tech International
388 South Marine Corps Drive, Suite 400
Tamuning, Guam 96913

SUBJECT: **NOTICE OF INTENT TO AWARD**
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-1-YIG

Buenas yan Hafa Adai! Following the evaluation of proposals and subsequent negotiations under the Request for Proposals for the New Simon Sanchez High School Project, the Department of Public Works (DPW), on behalf of the Government of Guam, hereby issues this Notice of Intent to Award to Core Tech International (CTI) as the Selected Developer.

You are requested to provide the following within fifteen (15) calendar days of receipt of this notice:

1. Construction Phase Insurance Coverage
2. Written clearance from the Department of Revenue and Taxation
3. Current Business License

You are further requested to provide the Executed Formal Contract and the Performance and Payment Bond within fifteen (15) calendar days of those documents being finalized.

This Notice of Intent to Award does not constitute a contract. The intended award remains expressly subject to:

- Final agreement on financing, insurance, and maintenance terms; and
- Execution of all final contract and financing documents related to the lease-leaseback and bond issuance.

Pursuant to 5 GCA §5425, any actual or prospective offeror or contractor who is aggrieved by this intended award may file a written protest in the timeline prescribed from the date of this notice. Should you require additional information, please contact John Calanayan at DPW Capital Improvement Projects and Contracts Administration Section at (671) 646-3189.

Sincerely,

VINCENT P. ARRIOLA
DIRECTOR

From: Ho Eun <ho.eun@coretechintl.com>
Sent: Monday, October 27, 2025 9:06 AM
To: John F. Calanayan; Tom Keeler; Joseph Guthrie; Linda Ibanez; Vincent P. Arriola (Vince.Arriola@dpw.guam.gov); DPW SSHS CM Team; keswanson@gdoe.net
Cc: execom@coretechintl.com; Phobby Villanueva; Maebell Violango; Younghoon Kim
Subject: RE: Notice of Intent to Award

Email received from **EXTERNAL** sender. Confirm the content is safe prior to opening attachments or links.

Thank you, John.

I confirm receipt of your email.

Best,
Ho

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Monday, October 27, 2025 10:59 AM
To: Ho Eun <ho.eun@coretechintl.com>; Tom Keeler <tkeeler@oagguam.org>; Joseph Guthrie <jguthrie@oagguam.org>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Vincent P. Arriola (Vince.Arriola@dpw.guam.gov) <vince.arriola@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>; keswanson@gdoe.net
Subject: Notice of Intent to Award

Mr. Eun Ho,

Forwarded below is the sign copy of the NOTICE OF INTENT OF AWARD. Please acknowledge receipt of this email. Thank you

John
This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.
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The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

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VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

October 27, 2025

John Sage, P.E.
Guam Education Finance Foundation III, Inc.
3340 Peachtree Road, Suite 1780
Atlanta, Georgia 30326

SUBJECT: **NOTIFICATION OF NOTICE OF INTENT TO AWARD ISSUANCE**
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Buenas yan Hâfa Adai! The Department of Public Works (DPW), on behalf of the Government of Guam, wishes to thank you for your participation in the procurement for the New Simon Sanchez High School (FDDBLM) project. After thorough evaluation of all proposals and completion of negotiations conducted pursuant to the Request for Proposals, the Government of Guam has determined to issue a Notice of Intent to Award to Core Tech International (CTI) as the selected developer for this project. Please be advised that this notice does not constitute a contract award.

This notice is provided to all offerors in accordance with 5 GCA §5425 and applicable Guam Procurement Regulations.

DPW greatly appreciates your effort and interest in this major public infrastructure project and encourages your continued participation in future Government of Guam procurements.

Should you have any questions, please contact John Calanayan, Capital Improvement Projects and Contracts Administration Section, at (671) 646-3189.

Sincerely,

VINCENT P. ARRIOLA
DIRECTOR

From: John Sage <kiwijohnkohi@yahoo.com>
Sent: Monday, October 27, 2025 3:04 PM
To: John F. Calanayan; Tom Keeler; Joseph Guthrie; Linda Ibanez; Vincent P. Arriola (Vince.Arriola@dpw.guam.gov); DPW SSHS CM Team; keswanson@gdoe.net
Subject: Re: Notification of Notice of Intent to Award

Email received from EXTERNAL sender. Confirm the content is safe prior to opening attachments or links.

John,

Notice received.

Thanks,
John

From: John F. Calanayan <john.calanayan@dpw.guam.gov>
Sent: Monday, October 27, 2025 11:09 AM
To: John Sage <kiwijohnkohi@yahoo.com>; Tom Keeler <tkeeler@oagguam.org>; Joseph Guthrie <jguthrie@oagguam.org>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; Vincent P. Arriola (Vince.Arriola@dpw.guam.gov) <vince.arriola@dpw.guam.gov>; DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>; keswanson@gdoe.net <keswanson@gdoe.net>
Subject: Notification of Notice of Intent to Award

Mr. John Sage,

Forwarded below is the sign copy of the Notification of NOTICE OF INTENT OF AWARD Issuance. Please acknowledge receipt of this email. Thank you

John

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Låhi · Lieutenant Governor

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VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

October 27, 2025

Philip Roberto
General Pacific Services
265 Mamis Street
Tamuning, Guam 96913

SUBJECT: **NOTIFICATION OF NOTICE OF INTENT TO AWARD ISSUANCE**
New Simon Sanchez High School (FDDBLM)
Project No. 730-5-1059-L-YIG

Buenas yan Hafa Adai! The Department of Public Works (DPW), on behalf of the Government of Guam, wishes to thank you for your participation in the procurement for the New Simon Sanchez High School (FDDBLM) project. After thorough evaluation of all proposals and completion of negotiations conducted pursuant to the Request for Proposals, the Government of Guam has determined to issue a Notice of Intent to Award to Core Tech International (CTI) as the selected developer for this project. Please be advised that this notice does not constitute a contract award.

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Should you have any questions, please contact John Calanayan, Capital Improvement Projects and Contracts Administration Section, at (671) 646-3189.

Sincerely,

VINCENT P. ARRIOLA
DIRECTOR

From: Phil Roberto <roberto.phil@gmail.com>
Sent: Wednesday, October 29, 2025 9:29 AM
To: John F. Calanayan
Cc: Tom Keeler; Joseph Guthrie; Linda Ibanez; Vincent P. Arriola (Vince.Arriola@dpw.guam.gov); DPW SSHS CM Team; keswanson@gdoe.net
Subject: Re: Notification of Notice of Intent to Award

Email received from **EXTERNAL** sender. Confirm the content is safe prior to opening attachments or links.

Acknowledge receipt of your email and letter.

On Wed, Oct 29, 2025 at 8:50 AM John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:

> Sir Phillip Roberto,
>
> Please acknowledge my email yesterday October 27, 2025 regarding Notification of INTENT OF AWARD Issuance. Thank you
>
> John
>
> On Mon, Oct 27, 2025 at 11:13 AM John F. Calanayan <john.calanayan@dpw.guam.gov> wrote:
>
> > Mr. Phillip Roberto,
> >
> > Forwarded below is the sign copy of the Notification of NOTICE OF INTENT OF AWARD Issuance. Please acknowledge receipt of this email. Thank you
> >
> > John

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

251028 DRAFT SSHS PRESS RELEASE ON NOIA

Joseph W Duenas <jduenas@ssfm.com> Mon, Oct 27, 2025 at 12:34 PM
To: Vince Arriola <vince.arriola@dpw.guam.gov>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, "john.calanayan@dpw.guam.gov" <john.calanayan@dpw.guam.gov>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Hi Director,

Should you wish to update the community on the latest SSHS progress, I have attached a DRAFT press release that may assist.

Thanks,
Joe

Joe
Want to see final NOA - Good write-up!

28 OCT 2025

Joseph W. Duenas, ENV SP | Pacific Area Manager

SSFM International

Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913
T 671.646.7736 | F 671.300.7738
jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

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LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
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VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

FOR IMMEDIATE RELEASE

October 28, 2025

PROGRESS REPORT: DPW Issues Notice of Intent to Award for Simon Sanchez High School

Upper Tumon, Guam- The Department of Public Works (DPW) today announced the issuance of a Notice of Intent to Award for the long-awaited Simon Sanchez High School project, marking another significant step forward in one of Guam's most important public investments in education.

After a thorough, transparent, and multi-agency process conducted under Public Law 37-22 and the Ma Kåhat Act, DPW confirmed that the Evaluation Committee- comprised of representatives from DPW, the Guam Department of Education (GDOE), Simon Sanchez High School (SSHS), the Guam Economic Development Authority (GEDA), and the Department of Land Management (DLM)- has completed construction cost negotiations with the top-ranked proposer, Core Tech International, and has formally issued a Notice of Intent to Award for contract finalization.

This milestone reflects months of collaboration among DPW, GDOE, GEDA, BBMR, DOA, the Principal of Simon Sanchez and the AG's Office to ensure the project's price, design, scope, and financing align with both legal requirements and the educational needs of the community.

"This milestone is the product of persistence, collaboration, and accountability," said DPW Director Vincent P. Arriola. "It demonstrates what can be achieved when agencies work together with focus and integrity to deliver results that matter to our students and our community."

With the Notice of Intent to Award now issued, DPW and its partner agencies will move toward the finalization of the Public-Private Partnership (P3) Finance, Design, Build, Lease-Back, and Maintain agreement. The forthcoming contract, to be finalized by GEDA in coordination with DPW and GDOE, will define the next chapter of this multi-year effort.

DPW emphasized that after years of delays and months of procurement and negotiations, this is a time for unity and forward momentum- not obstruction.

"Every proposer pledged their commitment to Guam's students," Arriola stated. "Now is the time to honor that commitment by supporting the process and respecting the lawfully established procedures

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

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VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA JR.
Deputy Director

November 19, 2025

NEW SIMON SANCHEZ HIGH SCHOOL:
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK &
INSURE/CAPITAL MAINTENANCE
(FDDBLM)

PROJECT NO.: 730-5-1059-L-YIG

The Department of Public Works ("DPW") would like to inform all proposers that DPW is in receipt of a Procurement Protest for Simon Sanchez High School (FDDBLM) Project No.: 730-5-1059-L-YIG.

Therefore, pursuant to 5 GCA Chapter 5 – Procurement Regulation §5425(g), a ***"Stay of Procurement"*** is hereby issued effective November 19, 2025. No action may take place until resolution of the protest.

When a determination of this matter is achieved, DPW shall give written notice. Please acknowledge receipt of this document by and returning via email.

Should you have any questions or concerns on this matter, please contact Mr. John F. Calanayan, Engineer Supervisor at tel. no. (671) 646-3189, my email john.calanayan@dpw.guam.gov.

Sincerely,

VINCENT P. ARRIOLA
Director

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

NEWS: Protest by General Pacific Services (GPS) Triggers Mandatory Delay in Simon Sanchez High School Construction

Krystal Paco-San Agustin <krystal.paco@guam.gov> Wed, Nov 19, 2025 at 6:56 PM
Bcc: vince.arriola@dpw.guam.gov

Håfa adai, Media Partners.

Please see the attached release from the Department of Public Works. Sending on their behalf.

FOR IMMEDIATE RELEASE

November 19, 2025

Protest by General Pacific Services (GPS) Triggers Mandatory Delay in Simon Sanchez High School Construction

Upper Tumon, Guam - The Department of Public Works (DPW) confirms that a procurement protest was filed regarding the Simon Sanchez High School Replacement Project, triggering an automatic stay of the procurement under Guam law, and pausing the project's progress pending formal review of the concerns raised.

For more than a decade, repeated procurement challenges have delayed progress on replacing the Simon Sanchez High School facility. Thousands of students have endured double sessions, overcrowded facilities, and daily disruption to their educational experience. The community has waited far too long for a safe, modern campus. We understand their frustration and share the community's disappointment that this long-awaited project now faces yet another procedural setback.

The protest stems from a dispute regarding the timeliness or completeness of the procurement record. Throughout the procurement, DPW coordinated closely with the Office of the Attorney General to ensure strict compliance with procurement requirements, including recordkeeping and transparency. DPW is confident in the record produced for this procurement and will resolve any questions raised about specific documents through the formal protest review process.

Regrettably, due to the automatic stay triggered by the protest, the groundbreaking ceremony scheduled for Monday will be postponed. We know how disappointing this additional delay is for our students, families, faculty, and alumni who have been waiting far too long for their new school.

DPW remains firmly committed to delivering a safe, modern, high-quality campus for the students of Simon Sanchez High School. We will continue to uphold the law, maintain full transparency, and move the project forward as expeditiously as possible under the law.

We ask for the community's patience as the protest review process moves forward, and we reaffirm our unwavering commitment to the students of Simon Sanchez High School: you will get the school you deserve.

****

Krystal Paco-San Agustin, MPA, CM
Director of Communications
Office of the Governor of Guam
Ricardo J. Bordallo Governor's Complex
Hagåtña, Guam 96910
Phone: 671.472.8931

NEWS_ Protest by General Pacific Services (GPS) Triggers Mandatory Delay in Simon Sanchez High School Construction .pdf
221K

The Honorable
LOURDES A. LEON GUERRERO
Maga' Haga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lahi · Lieutenant Governor

Lieutenant Governor

public works
DIPATTAMENTON CHETCHO' PUPBLEKO

VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA, JR.
Deputy Director

FOR IMMEDIATE RELEASE

November 19, 2025

Protest by General Pacific Services (GPS) Triggers Mandatory Delay in Simon Sanchez High School Construction

Upper Tumon, Guam - The Department of Public Works (DPW) confirms that a procurement protest was filed regarding the Simon Sanchez High School Replacement Project, triggering an automatic stay of the procurement under Guam law, and pausing the project's progress pending formal review of the concerns raised.

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****

https://www.guampdn.com/news/new-delay-hits-simon-sanchez-high-school-rebuilding-general-pacific-services-files-procurement-protest/article_287d36b2-6c09-4645-b716-be95d42eb745.html

TOP STORY

New delay hits Simon Sanchez High School rebuilding; General Pacific Services files procurement protest

By Haidee Eugenio Gilbert Pacific Daily News
Nov 19, 2025

1 of 2

Students display signs calling for the rebuilding of Simon Sanchez High School during a protest rally held at the Yigo campus in this April 27, 2018 file photo. PDN file photo

Simon Sanchez High School's rebuilding has been hit with another delay, this time from a mandatory pause triggered by General Pacific Services' filing of a procurement protest.

It's the latest in a string of events that have stalled progress on replacing the Yigo campus for more than a decade.

Core Tech International Corp. bagged the contract for the school rebuilding, Adelup said on Sunday.

That was the same day the governor's office invited the public to attend a Nov. 24 groundbreaking for a new Sanchez High campus.

That day would also have marked the start of demolition for the old school structures.

But on Wednesday night, the Department of Public Works announced it received a procurement protest from General Pacific Services, "triggering an automatic stay of the procurement under Guam law, and pausing the project's progress pending formal review of the concerns raised."

The Pacific Daily News awaits a comment from General Pacific Services.

"Regrettably, due to the automatic stay triggered by the protest, the groundbreaking ceremony scheduled for Monday will be postponed," DPW said. "We know how disappointing this additional delay is for our students, families, faculty, and alumni who have been waiting far too long for their new school."

Besides General Pacific Services and Core Tech, Guam Education Financing Foundation, GEFF, also submitted a full proposal to rebuild the Yigo campus, but Core Tech was chosen for the project.

Since Typhoon Mawar rendered the Sanchez High campus in Yigo unusable in May 2023, Sanchez High students have been attending double-session classes at John F. Kennedy High School in Tamuning.

"The community has waited far too long for a safe, modern campus. We understand their frustration and share the community's disappointment that this long-awaited project now faces yet another procedural setback," DPW said in a statement.

What's being protested?

The General Pacific Services protest stems from a dispute regarding the timeliness or completeness of the procurement record, DPW said.

Throughout the procurement, DPW said it coordinated closely with the Office of the Attorney General to ensure strict compliance with procurement requirements, including recordkeeping and transparency.

DPW said it is confident in the record produced for this procurement and will resolve any questions raised about specific documents through the formal protest review process.

The department also said it remains firmly committed to delivering a safe, modern, high-quality campus for the students of Simon Sanchez High School.

"We will continue to uphold the law, maintain full transparency, and move the project forward as expeditiously as possible under the law," DPW said. "We ask for the community's patience as the protest review process moves forward, and we reaffirm our unwavering commitment to the students of Simon Sanchez High School: you will get the school you deserve."

Past protests

Core Tech, in 2016, protested DPW's intent to award up to $100 million, five-year contract to GEFF for the Sanchez High campus rebuilding project, which at the time was supposed to be completed by 2018.

The protest held up the project for years until the procurement had to start from scratch.

Both the Calvo and Leon Guerrero administrations dealt with these procurement protests.

Plans

Plans for the new Sanchez High campus feature 87 classrooms across A Wing, B Wing, and C Wing, creating more space for instruction, collaboration, and hands-on learning.

Under the design, it will be able to accommodate up to 2,000 students, giving the "Sharks" family a campus built for growth, community, and the future of education in northern Guam, the governor's office added.

There will be a new administration building and main entrance, and a network of covered walkways and a central courtyard.

Students will also have a full-sized gymnasium, a spacious cafeteria, a dedicated JROTC classroom, and a new auditorium.

Adelup said there will be new civil, electrical, telecom, and mechanical systems that will strengthen safety and reliability, along with updated access roads and expanded parking areas.

With reports from Julianne Hernandez.

Haidee Eugenio Gilbert is managing editor for the Pacific Daily News. You can reach her at hgilbert@guampdn.com.

Haidee Eugenio Gilbert
Managing Editor

Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

DRAFT NOTICE OF STAY OF PROTEST

Linda Ibanez <linda.ibanez@dpw.guam.gov> Thu, Nov 20, 2025 at 8:38 AM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>
Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, Joseph W Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>

Please make sure it's associated with the bid on the website.

On Thu, Nov 20, 2025 at 8:36 AM Linda Ibanez <linda.ibanez@dpw.guam.gov> wrote:

> Hi John,
>
> Please prepare the necessary notice for issuance and send it to the Director's office as soon as possible.
>
> Additionally, could you please have Clarissa or Heidi upload the letter of protest to the website? This upload should include the press release that was issued last night.
>
> Let me know if you have any questions regarding these tasks.
>
> Thank you!

Gmail

Donna Herrero <donna.herrero@dpw.guam.gov>

RE: SSHS Groundbreaking Coordination Meetings

Ho Eun <ho.eun@coretechintl.com> Thu, Nov 20, 2025 at 10:04 AM
To: Thuy Nguyen <tnguyen@ssfm.com>, Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Roy A.B. Quinata" <roy.quinata@guam.gov>, "Dr. Kenneth E. Swanson (Superintendent)" <keswanson@gdoe.net>, Carla Benita Masnayon <cdmasnayon@gdoe.net>, Jacky Sanchez <jacky.sanchez@coretechintl.com>, Joseph W Duenas <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>, Jerome Chaz <jchaz@ssfm.com>, Joyce Tang <jtang@civilletang.com>
Cc: DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, Phillip Noret <phillip.noret@ghd.com>, "cp@coretechintl.com" <cp@coretechintl.com>, Younghoon Kim <younghoon.kim@coretechintl.com>, "sean.keatts@barclays.com" <sean.keatts@barclays.com>

Dear all,

I understand that a protest has been filed. ***However,*** Core Tech and the design partners are moving forward with the design and all necessary work, ready for construction at CTI's risk. We will do our best to ensure this does not affect our completion of the SSHS schools for the students with your support.

FYI, our attorney, Joyce Tang, is copied on this email as an interested party in the protest for proper coordination.

Sincerely yours,

Ho

-----Original Appointment-----
From: Thuy Nguyen <tnguyen@ssfm.com>
Sent: Friday, November 7, 2025 2:23 PM
To: Thuy Nguyen; Vince Arriola; Linda Ibanez; Roy A.B. Quinata; Dr. Kenneth E. Swanson (Superintendent); Carla Benita Masnayon; Ho Eun; Jacky Sanchez; Joseph W Duenas; Glenn Leon Guerrero; Gerard E. Bautista; Jerome Chaz
Cc: DPW SSHS CM Team; John F. Calanayan; Donna Herrero
Subject: SSHS Groundbreaking Coordination Meetings
When: Thursday, November 13, 2025 11:00 AM-12:00 PM (UTC+10:00) Guam, Port Moresby.
Where: Adelup Small Conference Room in Governor's Office

Hello all,

Please join the SSHS Groundbreaking Coordination Meetings on Thursday, November 13, 2025, at 11:00 AM in the Adelup Small Conference Room. Your presence is needed and greatly appreciated.

Please confirm your attendance. If you have any questions, don't hesitate to reach out via email.

Thank you and see you then.

Best regards,

Thuy Nguyen

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Gmail

John F. Calanayan <john.calanayan@dpw.guam.gov>

SSHS Stay of Procurement

3 messages

John F. Calanayan <john.calanayan@dpw.guam.gov> Thu, Nov 20, 2025 at 2:05 PM
To: Ho Eun <ho.eun@coretechintl.com>, Phil Roberto <roberto.phil@gmail.com>, John Sage <kiwijohnkohi@yahoo.com>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Al,

Forwarded is a copy of Stay of Procurement... See attached.

John

2 attachments

SSHS Stay of Procurement 1.pdf
43K

SSHS Stay of Procurement 1.pdf
43K

Ho Eun <ho.eun@coretechintl.com> Thu, Nov 20, 2025 at 2:30 PM
To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Phil Roberto <roberto.phil@gmail.com>, John Sage <kiwijohnkohi@yahoo.com>
Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Yes, John,

I confirm receipt of the Stay of the Procurement letter.

Best,

Ho

[Quoted text hidden]

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John F. Calanayan <john.calanayan@dpw.guam.gov> Thu, Nov 20, 2025 at 3:07 PM
To: Ho Eun <ho.eun@coretechintl.com>
Cc: Phil Roberto <roberto.phil@gmail.com>, John Sage <kiwijohnkohi@yahoo.com>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Vince Arriola <vince.arriola@dpw.guam.gov>, Tom Keeler <tkeeler@oagguam.org>, DPW SSHS CM Team <DPWSSHSCMTeam@ssfm.onmicrosoft.us>

Acknowledged receipt thank you

[Quoted text hidden]

The Honorable
LOURDES A. LEON GUERRERO
Maga' Hâga · Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Lâhi · Lieutenant Governor

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA JR.
Deputy Director

November 19, 2025

NEW SIMON SANCHEZ HIGH SCHOOL:
FINANCE, DEMOLITION, DESIGN, BUILD, LEASE/LEASEBACK & INSURE/CAPITAL MAINTENANCE
(FDDBLM)

PROJECT NO.: 730-5-1059-L-YIG

The Department of Public Works ("DPW") would like to inform all proposers that DPW is in receipt of a Procurement Protest for Simon Sanchez High School (FDDBLM) Project No.: 730-5-1059-L-YIG.

Therefore, pursuant to 5 GCA Chapter 5 – Procurement Regulation §5425(g), a ***"Stay of Procurement"*** is hereby issued effective November 19, 2025. No action may take place until resolution of the protest.

When a determination of this matter is achieved, DPW shall give written notice. Please acknowledge receipt of this document by and returning via email.

Should you have any questions or concerns on this matter, please contact Mr. John F. Calanayan, Engineer Supervisor at tel. no. (671) 646-3189, my email john.calanayan@dpw.guam.gov.

Sincerely,

VINCENT P. ARRIOLA
Director

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

SSHS Developer documents

Tina Garcia <cgarcia@investguam.com> Fri, Nov 21, 2025 at 10:32 AM
To: "Gov. Lourdes A. Leon Guerrero" <governor@guam.gov>, Leslie Travis <leslie.travis@guam.gov>, Jeffrey Moots <jeffrey.moots@guam.gov>, Vincent Arriola <vince.arriola@dpw.guam.gov>

See set of documents needed to move forward. This is set 1 of 2 emails.

---------- Forwarded message ---------
From: **Tina Garcia** <cgarcia@investguam.com>
Date: Thu, Nov 13, 2025 at 9:32 AM
Subject: SSHS Developer documents
To: Ho Eun <ho.eun@coretechintl.com>
Cc: Vincent Arriola <vince.arriola@dpw.guam.gov>, Lester Carlson <lester.carlson@bbmr.guam.gov>, John San Nicolas <jsannicolas@investguam.com>, Angelene Rios <angelene.rios@investguam.com>

[Quoted text hidden]

2 attachments

JFK Project Development Agreement.pdf
5322K

JFK Insurance & Maintenance Agreement.pdf
1161K

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT is made as of the first day of August, 2010, by and between INTERNATIONAL BRIDGE CORPORATION, an Ohio corporation ("Developer"), and CAPFA CAPITAL CORP. 2010A, a Florida not-for-profit corporation ("Owner").

WITNESSETH:

WHEREAS, Owner and the Government of Guam, through the Department of Education, Government of Guam ("Lessee"), have entered into a Lease Agreement dated as of August 1, 2010, (the "Lease");

WHEREAS, pursuant to the Ground Lease (the "Ground Lease") dated as of August 1, 2010 between the Government of Guam and Owner, Owner is ground-leasing one site (the "Site") from the Government of Guam; and, pursuant to the Lease, Owner is obligated to design, construct, and install on the Site a high school (the "Facility" or the "Project"), and to lease to Lessee the Site, the Facility and certain equipment to be located on the Site (the work scope and project description being more particularly described in Exhibit A attached hereto);

WHEREAS, Owner desires to engage Developer to design, construct and install such Facility and Developer is willing to accept such engagement pursuant to the terms set forth herein and to provide design-build and demolition services itself or cause such services to be provided through an entity in which Developer holds an ownership interest ("Project LLC"), through a separate agreement between Project LLC and Owner (the "Design-Build Agreement"); and

WHEREAS, this Agreement, together with the Insurance and Maintenance Agreement, dated as of August 1, 2010, by and between Lessor and International Bridge Corporation, as maintenance contractor, constitutes the "Contract" as that term is defined in Chapter 58A of Title 5 of the Guam Code Annotated;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other valuable consideration, Owner hereby engages Developer as developer for the Project, and Developer hereby accepts such engagement, subject to and in accordance with the following:

ARTICLE I
DEFINITIONS

Section 1.1. *Definitions.* Capitalized words and terms used in this Agreement that are defined in the Lease shall have the meanings given them in the Lease. In addition to the words and terms defined elsewhere, herein, the following words and terms shall have the meanings set forth below.

"*Acquisition Price*" means the total amount to be paid to Developer for the design and construction of the Project, exclusive of construction monitoring and initial development fees, which amount shall equal $45,200,000, and shall be payable in accordance with Section 2.3 and Exhibit B attached hereto and hereby incorporated herein by reference.

"*Actual Costs*" means the Costs of the Project actually and necessarily incurred by Developer.

"*Agreement*" means this Project Development Agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

"*Certificate Documents*" means the Financing Documents, as defined in the Trust Agreement, and each of the other documents executed in connection with the closing of the Certificates.

"*Certificate Financing*" means the financing for the Project, which consists of the execution and delivery of the Certificates pursuant to the Trust Agreement.

"*Certificates*" means the CaPFA Capital Corp. 2010A Certificates of Participation (Department of Education--John F. Kennedy High School Project), Series 2010A.

"*Completion Date*" means that certain completion date set forth in Section 5.01(e) of the Lease, or such later date as may be agreed to by Owner and Developer and pursuant to the provisions of Section 5.02 of the Lease.

"*Contractor(s)*" means the Developer, and, if applicable, Project LLC and the subcontractors and suppliers of either Developer or Project LLC, who furnish construction services to the Project.

"*Costs of the Project*" means the costs necessarily incurred in the design and construction of the Project, as more fully described in Section 2.7.

"*Department*" means Guam Department of Public Works.

"*Design-Build Agreement*" means the Design-Build Agreement, dated August 24, 2010, between Owner and Project LLC, for services in connection with the design and construction of the Facility, including demolition of an existing building.

"*Developer*" means International Bridge Corporation, an Ohio corporation.

"*Facility*" has the meaning set forth in the preambles.

"*Final Completion*" means the final completion of the demolition, acquisition, construction, rehabilitation and installation of the Project, including all punch list items, in accordance with Section 2.3 of this Agreement and Section 3.03 of the Trust Agreement.

"*Final Plans*" means the 100% complete and final plans, technical specifications and estimates for the Project, including design analysis and computation sheets, a schedule, and a maintenance and custodial plan, as prepared by or under the direction of the Project Architect, subject to change orders as contemplated herein.

"*Lessee*" means the Department of Education, Government of Guam.

"*Owner*" means CaPFA Capital Corp. 2010A.

"*Program Materials*" means the materials attached hereto as Exhibit A.

"*Project*" has the meaning set forth in the preambles and means the Site, and the Facility, including all buildings to be constructed thereon and all other improvements, tenements and appurtenances thereunto belonging or in any wise appertaining.

"*Project Architect*" means Architects Lagauña.

"*Project Cost Breakdown*" means the Cost Breakdown attached hereto as Exhibit B.

"*Project LLC*" means IBC Benham LLC, the limited liability company in which Developer has an ownership interest, formed to provide to Owner the design-build and demolition services for the Project.

"*Site*" has the meaning set forth in the preambles.

"*Soft Costs*" means the reasonable and customary architectural and engineering fees, development fees, construction management fees, program management fees, FF&E coordination fees, legal fees, insurance premiums, construction completion bond and labor and material bond premiums for the Project and Developer's reasonable and customary out-of-pocket expenses resulting from construction of the Project, and similar costs and expenses, which are necessary or appropriate in the development and construction of a school building or project similar to the Project, but excluding all hard construction costs.

"*Substantial Completion*" means that the Project has been "substantially completed" as evidenced by the Department issuing to the Developer, the Owner and the Lessee a certificate of occupancy with respect to the Project.

"*Trust Agreement*" means that certain Trust Agreement, dated as of August 1, 2010, between CaPFA Capital Corp. 2010A and the Trustee relating to the Certificate Financing.

"*Trustee*" means U.S. Bank National Association, as Trustee under the Trust Agreement.

"*Work*" means and comprises the completed design, demolition, acquisition, construction, rehabilitation and installation required by this Agreement and includes all labor, materials and Soft Costs necessary to produce the Project in accordance with the Lease and the Program Materials, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE II
DESIGN AND CONSTRUCTION OF PROJECT

Section 2.1. *Design and Development.* Developer shall proceed with the design, demolition, acquisition, construction, rehabilitation and installation of the Project, all in accordance with the Final Plans and the Program Materials, so that Substantial Completion occurs on or prior to the Completion Date and Final Completion occurs on or before the date that is sixty (60) days after the Completion Date. Developer agrees to cause labor, materials, equipment and supplies to be furnished in such quantities, and cause its Contractors to work their forces in such hours, as will be necessary to complete the design, demolition, acquisition, construction, rehabilitation and installation of the Project as agreed to herein. Developer hereby subordinates all of Developer's title, interest and rights in the Project, including mechanics' and materialmen's lien rights, without limitation, to the interests of Trustee under the Certificate Documents. Without limiting the generality of the foregoing, Developer shall be responsible for all of the Costs of the Project, provided Developer is paid as provided herein.

Section 2.2. *Developer's Duties.*

(a) Developer covenants with Owner to furnish its best skill, judgment and efficient business administration and to use its best efforts to cause the Project Architect and its Contractors at all times to provide an adequate supply of workers and materials to be furnished; and to perform the Work in accordance with industry standards of care and consistent with the interests of Developer and Owner.

(b) Developer will pay or cause to be paid, all sales, use, gross receipts and similar taxes that are related to the Work provided by Developer, that have been legally enacted at the time of execution of this Agreement and for which Developer is liable.

(c) Developer shall at all times cause the Site to be kept free from the accumulation of waste material or rubbish caused by the operations of its Contractors, including green waste from clearing of vegetation on sites and debris from demolition of buildings and construction. At the completion of the Work and prior to Substantial Completion, Developer shall cause the removal of all waste material and rubbish from and around the Project, as well as all tools, construction equipment, machinery and surplus material, and shall recycle or reuse waste material whenever practicable.

(d) Developer will give or cause to be given all notices and comply with all laws and ordinances legally enacted and in effect which govern the proper execution of the Work.

(e) Developer shall take or cause its Contractors to take necessary precautions for the safety of their respective employees performing the Work, and shall comply and cause compliance by any Contractors with all applicable provisions of federal, Guam and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the Project. Developer shall erect or cause to be erected and properly maintain or cause to be maintained, at all times, as required by the conditions and progress of Work, necessary safeguards for the protection of workers and the public.

(f) Developer shall pay or cause to be paid all royalties and license fees for materials, methods and systems incorporated in the Work. Developer shall defend or cause to be defended all suits or claims for infringement of any patent rights and shall hold Owner harmless from loss on account thereof.

(g) Developer warrants to Owner that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and that all Work will be of good quality, free from improper workmanship and defective materials and in substantial conformity with the Final Plans and the Program Materials. Developer agrees to correct all Work performed by it under this Agreement that proves to be defective in material and workmanship within a period of one year from the date of Final Completion.

(h) Developer shall secure or cause to be secured required certificates of inspection, testing or approval and deliver them or cause them to be delivered to Owner.

(i) Developer shall collect or cause to be collected all written warranties and equipment manuals and deliver them to Owner who shall, in turn, provide copies to Lessee.

(j) Developer shall cause the Project Architect to complete the Final Plans, all in a manner consistent with and meeting the requirements of the Program Materials.

(k) Without limiting any of the specific obligations of Developer set forth herein, Developer agrees to perform on behalf of Owner all obligations of Owner under the Certificate Documents and any other documents relating to the Certificate Financing regarding the design, demolition, acquisition, construction, rehabilitation and installation of the Project, including, but not limited to, the compliance with all obligations of Owner under the Certificate Documents for obtaining disbursements thereunder, and with all indemnification agreements of Owner related to the design, demolition, acquisition, construction, rehabilitation and installation of the Project set forth in the Certificate Documents or other documents relating to the Certificate Financing.

(l) Should a typhoon warning be issued, Developer shall secure or cause to be secured the site and take or cause to be taken every practicable precaution to minimize damage and/or danger to the Work, to persons and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and equipment from exposed locations and removing or securing scaffolding and all other temporary work.

(m) Without limiting any of the specific obligations of Developer set forth herein, Developer agrees to perform on behalf of Owner all obligations of Owner under the Lease regarding the design, demolition, acquisition, construction, rehabilitation and installation of the Project, including, but not limited to, the compliance with all indemnification agreements of Owner related to the design, demolition, acquisition, construction, rehabilitation and installation of the Project set forth in the Lease.

Section 2.3. *Completion; Payment to Developer.* Upon completion of monthly progress of the work described in Exhibit A, Developer shall be entitled to payment for the performance of the Work in the respective amounts shown in Exhibit B on a monthly basis upon

submission of draw requests as set forth below, which amounts shall be equal in the aggregate to the Acquisition Price. The payment for the last phase of the Work to be completed shall be payable upon Final Completion of the Project and shall be in an amount equal to the remaining unpaid portion of the Acquisition Price. Final Completion shall be evidenced by the issuance by the Project Architect and the Department, in its capacity as Lessee's construction monitor, of a written certificate of final completion and the satisfaction of all requirements under the Certificate Documents and the Lease for final completion of the Project, the final disbursement of funds for the Project, and the final payment of all retainage amounts to the Contractors. Without limiting the foregoing, Final Completion of the Project shall not be considered to have occurred until Developer shall have delivered to Owner and to Lessee copies of all warranties and operating instructions for installed components of the Facility, a complete operations manual for the Facility and a complete set of as-built drawings of the Facility, to include all shop drawings and change orders.

Owner and Developer hereby acknowledge that payment of the Acquisition Price to Developer is to be made from proceeds of the Certificate Financing in the following manner:

(a) In connection with any requested payment of a portion of the Acquisition Price, Developer shall deliver to Owner (i) a request for disbursement in form reasonably acceptable to Owner and containing a certification by Developer as to the portion of the Project completed, in sufficient detail in order to allow Owner to verify the sufficiency and adequacy of all costs and expenses incurred, (ii) customary lien waivers and releases from all Contractors, suppliers, mechanics and others for whom payment is being requested, and (iii) such other materials as are required under the Certificate Documents or by any parties thereunder to obtain a release in favor of Owner of proceeds of the Certificates in the amount set forth in such disbursement request (any such request and other materials being referred to herein as a "Disbursement Request").

(b) Within five (5) days after Owner's receipt of a complete Disbursement Request satisfactory to Owner, Owner shall submit (or shall direct Developer to submit) a corresponding request for disbursement under the Trust Agreement. Owner shall diligently seek to obtain such disbursement under the Trust Agreement, and shall instruct Trustee to make such disbursement directly to Developer or other party entitled to payment as reflected on such Disbursement Request.

(c) Developer acknowledges and agrees that all amounts to be disbursed pursuant to Disbursement Request submitted by Developer to Owner shall be used to pay for (i) amounts due to Contractors in connection with work performed on or with respect to the Project and (ii) other costs and expenses incurred by Developer in performing each and every obligation of Developer set forth in this Agreement, including, but not limited to, the cost of permits that Developer is obligated to obtain hereunder in connection with the design, demolition, acquisition, construction, rehabilitation and installation of the Project.

(d) Developer and Owner shall comply with the requirements of Trustee and under the Certificate Documents with respect to the making of advances for the construction of the Project.

Section 2.4. *Construction Contracts, Other Agreements and Insurance.* All portions of the Work that Developer does not personally perform shall be performed under the Design-Build Agreement or under construction contracts, acquisition contracts or by other appropriate agreements between a Contractor, Developer or Project LLC, and Owner. All such contracts and agreements shall conform to the requirements of this Agreement, the Lease and the Trust Agreement and require that the Work thereunder be completed in accordance with the Final Plans and the Program Materials.

(a) Each such contract or agreement shall provide that, following an event of default or damage to, or destruction or condemnation of, the Project as described in Section 10.01 of the Lease, Owner may terminate such contract or agreement, and the contractor or vendor thereunder shall then be entitled to payment only from amounts available therefor in the Project Fund and only for work done or equipment delivered prior to such termination.

(b) Developer shall have and keep on file and available for inspection by Owner and the Department copies of the Project Documents; throughout the term of this Agreement, or as soon after the commencement of the term of this Agreement as such Project Documents shall become available to Developer. Neither the Project Documents nor any change or amendments thereto shall; (a) cause the Project to be used for any purpose prohibited by this Agreement, the Lease or by the Organic Act and laws of Guam; (b) result in a material reduction in the fair rental value of the Project as contemplated by Section 4.02 of the Lease; or (c) adversely affect the ability of Owner to meet its obligations under the Lease or any of the other Financing Documents.

(c) Each Contractor entering into such a construction contract shall be required to procure and maintain during the duration of such Contractor's construction contract, and until the Facility is insured by Owner or Lessee, standard form comprehensive bodily injury liability, property damage liability and fire insurance in the amount required by the Lease or in an amount acceptable to Owner. Developer or Project LLC may provide such insurance for each Contractor. The cost of such insurance is included in the Acquisition Price.

(d) Each Contractor shall be required to procure and maintain, during the term of its construction contract, and until the Facility is insured by Owner or Lessee, standard builder's risk insurance upon the Facility or the portion thereof to be constructed by the Contractor, including, but not limited to, the insurance and payment and performance bonds (or other assurance) required by Section 2.4(c) and (g) and Section 2.5 hereof; provided, however, that, with respect to the structural portions of the Facility that are being rehabilitated, such insurance is only required to be procured or maintained covering the electrical, mechanical and architectural improvements being made to such structures. The policy may have a deductible clause in such amount as may be approved by Owner, but in no event shall such deductible amount exceed 5% of the Actual Cost of the Facility or relevant portion thereof, except for typhoon coverage which may have a higher deductible. Such insurance coverage shall be in an amount at least equal to the total contract price for such Contractor's work. In the event of any change order resulting in the performance of additional work by the Contractor, the amount of such insurance shall be increased to include the cost of such additional work. Developer or

Project LLC may provide such insurance for the Contractor. The cost of any such insurance is included in the Acquisition Price.

(e) Each vendor retained in connection with the acquisition of equipment or fixtures for the Site shall be required to procure and maintain during the term of its acquisition contract and until such equipment is insured by Owner or Lessee, standard insurance upon the equipment to be acquired, in whole or in part, by such vendor. The policy may have a deductible clause in such amount as may be approved by Owner. Developer or Project LLC may provide this insurance on behalf of the vendor. The cost of any such insurance is included in the Acquisition Price. In the event of any change order resulting in the performance of additional work in connection with the acquisition of the equipment, the amount of such insurance shall be increased to include the cost of such additional work.

(f) The risk of loss under any and all deductibles in any policy provided by the Contractor shall be assumed by such contractor and the payment of any such deductible shall be the responsibility of the Contractor, unless such policy is provided by Developer or Project LLC, in which case Developer or Project LLC, as applicable, shall be responsible for paying such deductible. Each insurer providing the insurance described in this Section 2.4 must waive its rights of subrogation against Owner and Lessee and their respective officers, directors, elected or appointed officials and employees. Each policy of insurance shall require that none of such insurance will be materially reduced, restricted, limited, changed or cancelled without at least thirty (30) days prior written notice to Owner and, if after the execution and delivery of the Certificates, Trustee. Owner and, after the execution and delivery of the Certificates, Trustee, shall be listed as an additional insured and mortgagee (using a "New York mortgagee type" clause), respectively, under each policy required by this Section 2.4.

(g) Each Contractor shall procure and maintain workers' compensation insurance as required by applicable law, or Developer or Project LLC may elect to provide such insurance on behalf of the contractors. The cost of any such insurance is included in the Acquisition Price.

(h) Developer shall require the Project Architect and any other architect Developer retains with respect to the Project to procure and maintain errors and omissions insurance during the term of such architect's engagement for the performance of services with respect to the Project. Such policies shall include Owner, Developer or Project LLC, as appropriate, and Trustee as additional named insureds, and shall include a provision prohibiting cancellation or termination without 30 days' prior notice by certified mail to Owner, Developer and Trustee. Developer shall provide or cause to be provided to Owner and Trustee a certificate of insurance with respect to such insurance coverage in form acceptable to Owner and Trustee.

Section 2.5. *Insurance; Payment and Performance Bond.*

(a) Developer or Project LLC shall procure and maintain, or cause their respective Contractors to procure and maintain, until Final Completion of the Project, standard all risk of loss builder's risk completed value insurance upon the Facility or relevant portion thereof constructed or to be constructed. Such policy shall contain a waiver of subrogation by the issuer of such policy with respect to Owner, Lessee and Trustee, and their officers, agents and

employees while acting within the scope of their employment and a Standard New York mortgagee endorsement in the Trustee's favor. Developer shall provide or cause to be provided a copy of such insurance policy or policies, or a certificate or certificates with respect thereto, to Owner, Lessee and Trustee. Such insurance coverage shall be in an amount equal to the amount drawn by Developer. Such builder's risk completed value insurance policy shall be made payable to Owner, Lessee and Trustee. Developer or Project LLC may elect to provide such insurance on behalf of the contractors. The cost of any such insurance is included in the Acquisition Price.

(b) Developer shall cause to be procured and maintained, until Final Completion of the Project, payment and performance bonds for the Project in an amount equal to the initial deposit to the Construction Account.

Section 2.6. *Indemnification.*

(a) To the fullest extent permitted by law, Developer shall indemnify and hold harmless Owner, Lessee, Department and Trustee and their assigns, agent and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) arises by way of any breach by Developer of any of the provisions of this Agreement, or (ii) is caused in whole or in part by any negligent act or omission or willful misconduct of Developer, anyone directly or indirectly employed by it (including, but not limited to, any Contractors or any agents or employees of Developer) or anyone for whose acts it may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.

(b) In any and all claims against Owner, Lessee, Department and Trustee or any of their assigns, agents or employees by any employee of Developer, anyone directly or indirectly employed by it (including, but not limited to, any Contractors or any agents or employees of Developer) or anyone for whose acts it may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Developer under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

Section 2.7. *Costs of the Project.* Provided Developer is being paid as provided herein, Developer agrees to be directly responsible for all of the Costs of the Project including:

(a) all architectural, engineering and consulting fees and expenses incurred in designing and constructing the Project;

(b) wages paid for labor in the direct employ of Developer in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed by Owner and Developer, and including such welfare and other benefits, if any, as may be payable with respect thereto;

(c) salaries paid to Developer's project management employees overseeing development of the Project;

(d) cost of all employee benefits and taxes for such items as unemployment compensation and Social Security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of Developer and included in the Cost of the Project under (a), (b) and (c) above;

(e) reasonable transportation, travel and lodging expenses of Developer or its officers or employees incurred in discharge of duties connected with the Work;

(f) cost of all materials, supplies and equipment incorporated in the Project, including amounts payable by Developer under any acquisition contracts and costs of transportation and storage thereof;

(g) payments made by Developer to Contractors for work performed pursuant to a contract in furtherance of this Agreement;

(h) cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are employed or consumed in the performance of the Work, and cost less salvage value on such items used, but not consumed, which remain the property of Developer;

(i) rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from Developer or others, including installations, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area;

(j) cost of the premiums for all insurance which Developer is required to procure by this Agreement or is deemed necessary by Developer;

(k) sales, use, gross receipt or similar taxes related to the Project, imposed by any governmental authority, and for which Developer is liable;

(l) permit fees, licenses, tests, royalties, damages for infringement of patents and costs of defending suits therefor for which Developer is responsible under Section 2.2(f);

(m) losses, expenses or damages to the extent not compensated by insurance or otherwise (including deductibles payable by Developer, if any, and settlement made with the written approval of Developer, Owner and Trustee), and the cost of corrective work;

(n) minor expenses such as telegrams, long distance telephone calls, telephone service at the Project, expressage and similar petty cash items in connection with the Project;

(o) costs of removal of all debris;

(p) costs incurred due to an emergency affecting the safety of persons and property;

(q) legal costs reasonably and properly resulting from performance of the Work;

(r) all other costs directly or indirectly incurred in the performance of the Work;

(s) all costs associated with the improvement of the Site and required utility infrastructure;

(t) all costs associated with the connection and installation of water, sewer, power, telephone, cable and internet cables or lines; and

(u) all other costs incurred for any category other than financing costs, costs of issuance and other cost attributed to the project that are specifically payable by Owner and contracted for by Owner, including title insurance, legal fees, underwriting fees, and third party construction monitoring.

Section 2.8. *Additional Duties of Developer.*

(a) Developer shall furnish for the Site all necessary surveys and maps describing the physical characteristics, soil reports and subsurface investigations, legal limitations, utility locations, a legal description and title insurance if title insurance is requested by Owner.

(b) Developer shall secure and pay for necessary approvals, permits, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

(c) Developer will prepare and submit for Owner's approval an estimated progress schedule for the Work. This schedule shall indicate the dates for the starting and completion of the various stages of the design and construction. It shall be revised as required by the conditions of the Work and those conditions and events which are beyond Developer's control.

(d) If Developer becomes aware of any fault or defect in the Facility, or nonconformance with the Final Plans or the Program Materials, it shall give prompt written notice thereof to Owner.

(e) Upon Final Completion of the Project, Developer shall deliver to Trustee and Owner a final lien waiver and contractor's affidavit of each Contractor in statutory form sufficient to release and discharge all mechanic's and materialmen's liens on the Project.

(f) Developer shall use reasonable best efforts to ensure that the full and complete Costs of the Project are paid in a prompt manner.

Section 2.9. *Developer's Guarantee.* If the aggregate costs and expenses for all items necessary for completion of the Project and the performance by Developer of all obligations of Developer hereunder (including, but not limited to, the design, development and construction of the Project) exceed, in the aggregate, the Acquisition Price, then Developer shall be solely responsible for the payment of any amounts (the "Excess Amounts") in excess of the Acquisition Price, unless such excesses directly result from change orders to the Final Plans which are instituted or approved in writing in accordance with the requirements of Section 2.15 herein. Developer shall pay all Excess Amounts on or prior to the date any such Excess Amounts are due and payable.

Section 2.10. *Guaranties And Warranties.* Developer and Project LLC shall obtain normal and customary warranties or guaranties from each Contractor for the work to be performed by each Contractor in connection with the Project, and shall further assure that each such warranty or guaranty obtained is assignable. Developer shall also obtain such warranties as are required under the Lease. Developer shall procure and install Equipment that enjoys the customary manufacturer warranties or guaranties, and shall further assure that each such warranty or guaranty obtained is assignable. Upon the Final Completion of the Project by Developer pursuant to the terms of this Agreement, Developer hereby agrees to assign to Owner, or to such entity or entities as Owner may direct, each and every such warranty and guaranty.

Section 2.11. *Books, Records, Reports, Fiscal Matters.*

(a) Books. Developer and Project LLC shall maintain current and complete records and accounts of all transactions with respect to the Project and the development and construction of the Project. Such books of account shall be maintained at Developer's or Project LLC's office in Guam, and Owner and Owner's accountants and auditors shall have access to such books and accounts at all reasonable times. Developer shall maintain said books and accounts in a safe manner and separate from any records not dealing directly with the Project. Such books and accounts shall be kept in accordance with sound accounting practices consistently applied, and otherwise in such manner as shall be reasonably required by Owner.

(b) Records. Developer and Project LLC shall maintain, in a secure and safe manner, complete and identifiable records, files and correspondence on all matters pertaining to the Project and shall provide Owner, upon request, with either the original or a copy of same.

(c) Reports. (a) Not later than the 20th day following each month during the term of this Agreement after commencement of Developer's duties as set forth in this Agreement, Developer and Project LLC shall furnish Owner a report in triplicate containing (i) a statement of all disbursements made by Developer or Project LLC in connection with the Project for the preceding month, prepared in such reasonable detail and form as shall be required by Owner, and (ii) a development status report detailing the status of development on the Project.

(d) Property of Developer. All such books and records shall be and remain the property of Developer or Project LLC, as appropriate; provided, however, that Owner shall at all reasonable times have access to such books and records for inspection, audit, copying, examination and transcription.

(e) Audit. Owner shall have the right, during normal business hours, to inspect and audit at any time, and from time to time, all of Developer's and Project LLC's files, books, records, costs and expenses pertaining to the development and construction of the Project.

Section 2.12. *Developer's Efforts.* Developer and Project LLC each shall furnish its reasonable skill and judgment in developing and constructing the Project and in advising Owner with respect to the Project. Developer shall furnish efficient business administration and coordination and shall cause the Project to be completed in as expeditious and economical a manner as is practicable and consistent with the Plans. Developer shall assure that the Project and all activities related thereto at all times fully comply with all applicable laws, statutes, rules and regulations. Developer shall cause the Project to be completed in a lien-free manner, and shall promptly remove or cause to be removed by bonding or otherwise all liens filed against the Facility or the Site as a result of or related to the Project. Developer shall be permitted to engage in other business activities, in the exercise of Developer's sole discretion, during the term of this Agreement, provided that such other business activities do not materially interfere with Developer's obligations and responsibilities under this Agreement. The parties hereto acknowledge that certain obligations of Developer under this Agreement shall have been performed by Developer prior to the execution and delivery of this Agreement, and that such prior performance shall not impact the rights and obligations of the parties hereunder.

Section 2.13. *Limitations On Developer's Authority.* No authority granted to Developer under this Agreement shall be exercised unless the exercise of authority is consistent with the terms of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Developer shall not have the authority to enter into any agreement or understanding in Owner's name except for agreements or matters which (a) Developer is specifically given the authority by Owner in writing, (b) are in writing, and (c) contain provisions in the forms of Sections 4.12 and 4.14 hereof.

Section 2.14. *Possible Assignment And Assumption.* Developer and Project LLC shall cause each agreement entered into by Developer or Project LLC hereunder in its own name to provide that such agreement may be assigned to Owner without the consent of any party and that if such agreement should be assumed by Owner, provisions in the forms of Sections 4.12 and 4.14 shall thereafter apply.

Section 2.15. *Change Orders.* Developer shall incorporate all changes to the Project that Owner is required to make under the terms of the Lease. In addition, Owner may but is in no way obligated to order other changes in the Work within the general scope of this Agreement consisting of additions, deletions or other revisions; provided, however, that any such other changes in the Work ordered by Owner which result in any change in the cost of the Work must be accompanied by an amendment to this Agreement adjusting the Acquisition Price, as reasonably agreed to by Owner and Developer, to reflect such change in cost, and that any such

other changes in the Work ordered by Owner which result in Substantial Completion occurring beyond the Completion Date must be accompanied by an amendment to this Agreement adjusting the Completion Date, as reasonably agreed to by Owner and Developer, to reflect such change in completion. All changes in the Work shall be authorized by change order and shall be performed under the applicable conditions of this Agreement. Notwithstanding the foregoing, no change in the Work shall be made if such change would increase the Acquisition Price to an amount in excess of the amount deposited by Trustee in the Project Fund under the Trust Agreement upon the initial issuance of the Certificates.

ARTICLE III
DEFAULT; TERMINATION

Section 3.1. *Defaults.* The following events shall be deemed to be events of default by Developer under this Agreement:

(a) Developer shall fail to make any payments as required to be made by Developer to third parties in the performance of its duties under this Agreement and such failure shall continue and remain uncured for fifteen (15) days after receipt of written notice of such failure from Owner.

(b) Developer shall fail to comply with any other term, provision, or covenant of this Agreement, and shall not cure such failure within twenty (20) days after receipt of written notice from Owner, unless such failure cannot reasonably be cured within such twenty (20) day period, in which event it shall not be an event of default if Developer promptly commences to cure such failure within such twenty (20) day period and diligently pursues such cure to completion without interruption.

(c) Any representation or warranty made by Developer under this Agreement shall prove to be false, untrue or misleading in any material respect.

(d) The commencement of a bankruptcy or insolvency proceeding by Developer, or the filing of a bankruptcy or insolvency proceeding against Developer that continues undischarged for a period of ninety (90) days, under any federal or state bankruptcy or similar law.

(e) The entering of a judgment against Developer in any legal or equitable suit or action, which, in the reasonable estimation of Owner, materially impacts Developer's ability to perform all of its obligations under this Agreement, and such judgment shall have continued undischarged for a period of ninety (90) days.

Section 3.2. *Owner Remedies.* Upon the occurrence of any such events of default described in Section 3.1 above which are not cured within any applicable cure period given to Developer, Owner shall have the option to pursue any one or more or all of the following remedies without notice or demand whatsoever, except as otherwise provided in Section 3.1 above:

(a) Owner at its option may, with ten (10) calendar days' notice to Developer, terminate this Agreement in whole or in part, and Owner shall be entitled to pursue any rights or remedies at law or in equity as a result of such event of default. Upon such termination, Developer shall not be entitled to receive any further payment with respect to the terminated portion of the Work until the Work is finished. If the unpaid balance of the compensation to be paid to Developer hereunder shall exceed the expense of completing the Work (including compensation for additional managerial, administrative and inspection services and any liquidated damages for delay) as certified by Owner, such excess shall be paid to Developer. If such expense shall exceed such unpaid balance, then Developer shall be liable to Owner for such excess. If the Agreement is so terminated, Owner may take possession of and utilize in completing the Work such materials, supplies, plant and equipment as may be on the Site of the Work and necessary therefor.

(b) Owner at its option may maintain this Agreement in full force and effect, in which case Developer and Owner shall perform all of their respective obligations hereunder, subject to Owner's right to elect to terminate this Agreement at any time, pursuant to the terms of Section 3.2(a) hereof, provided any such event or events of default remain uncured.

(c) In the event that the Project is not completed by the Completion Date, the Developer shall pay to Owner as fixed, agreed and liquidated damages, and not as a penalty, $2,500 for each calendar day of the delay until the Substantial Completion of the Project; provided, however, (i) that in the event that the financing of the Project is delayed and does not occur on the date of execution and delivery of the Lease (the "Estimated Financing Date"), the Completion Date shall be extended a number of calendar days equal to the number of calendar days from the Estimated Financing Date to and including the date such financing occurs; (ii) that no such damages shall be payable to Owner in the event that such delay was due to unforeseeable causes beyond the control and without the fault or negligence of Developer or any of its Contractors; (iii) that no such damages shall be payable to Owner in the event that such delay was a delay in the issuance of any permit, and such issuance postponed the construction of the Project and the delay was beyond the control and without the fault or negligence of Developer or any of its Contractors; and (iv) that no such damages shall be payable to Owner in the event that such delay was due to a mutually agreed upon change order as evidenced by a written agreement between the Owner and the Lessee pursuant and in accordance with the terms and provisions of Section 5.02 of the Lease; provided further, that with respect to delays noted in (ii), (iii) and (iv) above, the Developer shall, within ten (10) days (or such longer period as is agreed to by Owner) from the beginning of any such delay notify the Owner in writing of the causes of delay, whereupon Owner shall ascertain the facts and the extent of the delay and extend the time for Substantial Completion of the Project when in its judgment the findings of facts justify such an extension, and such findings of fact shall be final and conclusive on Developer subject only to the resolution of any dispute about such findings of fact by the Director of the Department, whose written decision in such matter shall be final and conclusive.

(d) Owner may set off against or deduct from any sums payable by Owner to Developer under this Agreement any amounts paid or incurred by Owner as a result of, or by reason of or in connection with such default.

(e) Pursuit by Owner of any of the foregoing remedies shall not preclude pursuit by Owner of any other remedies herein provided or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any amounts then due to Owner hereunder or of any amounts accruing to Owner by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by Owner of any violation or breach of any of the terms, provision or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, or covenants herein contained. Forbearance by Owner in enforcing one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Owner's right to enforce any such remedies with respect to any such default or any subsequent default. If, on account of any event of default of Developer and Developer's obligations under the terms and conditions of this Agreement, it shall become necessary or appropriate for Owner to employ or consult with an attorney concerning or to enforce or defend any of Owner's rights or remedies hereunder, Developer agrees to pay the attorney's fees so incurred by Owner.

Section 3.3. *Expiration And Termination.*

(a) Developer's Obligations. Without limiting any other provisions of this Agreement, upon the expiration or earlier termination of this Agreement, Developer shall immediately:

(i) Account for and deliver to Owner all monies of Owner.

(ii) Deliver to Owner as received any monies due Owner under this Agreement but received by Developer after such expiration or termination.

(iii) Deliver to Owner or such other person as Owner shall designate, all materials, supplies, equipment, keys, contracts, plans, documents, files, books and records pertaining to this Agreement and the development and construction of the Project.

(iv) Assign all existing contracts relating to the development and construction of the Project to Owner or such other person as Owner shall designate.

(v) Furnish all such information, take all such other action and cooperate with Owner as Owner shall reasonably require in order to effectuate an orderly and systematic termination of Developer's services, duties, obligations and activities hereunder.

(b) Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 3.3 shall survive any expiration or termination of this Agreement.

Section 3.4. *Owner Defaults.* An event of default by Owner under this Agreement shall be deemed to have occurred if Owner shall fail to comply with the provisions of Section 2.3 hereof, and shall not cure such failure within five (5) business days after receipt of written notice

from Developer, or otherwise fails to comply with any term, provision or covenant of this Agreement, and shall not cure such failure within twenty (20) days after receipt of written notice from Developer, unless such failure cannot reasonably be cured within such twenty (20) day period, in which event it shall not be an event of default if Owner promptly commences the cure of such failure within such twenty (20) day period, and diligently and without interruption pursues such cure to completion.

ARTICLE IV
MISCELLANEOUS

Section 4.1. *Binding Agreement.* This Agreement shall be fully binding on all parties to the Agreement, and their respective successors and assigns, in accordance with its terms.

Section 4.2. *Assignment.* No party to this Agreement may assign its rights and obligations under this Agreement without the prior written consent of the other party except as expressly provided for herein. Notwithstanding anything herein to the contrary, the parties agree that without the consent of any other person, Owner may assign its rights and obligations hereunder to Trustee or other party in connection with the Certificate Financing. Developer hereby consents to any such assignment.

Section 4.3. *Inspections.* Owner, Lessee and Trustee shall have the right (but as to the Trustee, no duty) to make reasonable inspections of the Project and the Work at any time prior to Completion and Acceptance of the Project, and Developer shall provide proper facilities for such inspections. Such right of inspection shall be reserved to Owner, Lessee and Trustee in all construction contracts entered into by Developer. This section shall not be construed so as to limit in any manner, the right and duty of Owner, Lessee and Trustee to inspect, approve, disapprove or take any other action with regard to the Project and Work in accordance with applicable law.

Section 4.4. *Governing Law.* This Agreement is made in Guam under the Organic Act of Guam and laws of Guam and is to be so construed.

Section 4.5. *Amendment.* This Agreement may be amended at any time by a writing which refers to this Agreement and is executed by all parties hereto, subject to any restrictions placed on Owner regarding amendment or modification hereof contained in the Trust Agreement.

Section 4.6. *Other Documents.* The parties agree to execute and record such other documents as may be necessary for the implementation and consummation of this Agreement. Any approvals or consents required hereunder shall not be unreasonably withheld by the party from whom such approval or consent is sought.

Section 4.7. *Third Parties.* The parties hereto acknowledge that nothing herein expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than Developer or Owner or assignees as permitted by Section 3.2 of this Agreement any rights or remedies under or by reason of this Agreement.

Section 4.8. *Rights and Remedies.* The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Notwithstanding anything contained herein to the contrary, this Agreement shall in no way limit Developer's rights against Owner as provided in any agreement between Developer and Owner pertaining to the Project.

Section 4.9. *Exhibits.* The exhibits attached to and referred to herein are part of this Agreement for all purposes.

Section 4.10. *Time.* Time is of the essence in this Agreement.

Section 4.11. *Notices.* Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received four (4) business days after being deposited in a United States Post Office, certified or registered mail, postage prepaid, return receipt requested, or when actually received by a party to whom directed if delivered by hand or sent by facsimile (with the sender receiving confirmation of receipt and provided notice is also promptly sent by one of the other permitted means) or overnight courier. Notices shall be addressed to the party, to whom directed at the address set forth below or to such other address as such party from time to time may specify in writing.

Owner:	CaPFA Capital Corp. 2010A 99 Riverside Drive Moore Haven, Florida 33471 Attention: President
With a copy to:	William L. Zvara, P.A. 4810 Arapahoe Avenue Jacksonville, Florida 32210 Facsimile: (904) 387-9212
Lessee:	Department of Education P.O. Box DE Hagåtña, Guam 96932 Attention: Nerissa B. Underwood, Ph.D., Superintendent Telephone: (671) 475-0462 Facsimile: (671) 472-5003
With a copy to:	Department of Administration P O Box 884 Hagatna, Guam 96932 Attention: Lourdes M. Perez, Director Telephone: (671) 475-1250/1234

Guam Economic Development Authority
590 South Marine Corps Drive
ITC Building, Suite 511
Tamuning, Guam 96913
Attention: Tony Blaz, Administrator
Telephone: (671) 647-4332
Facsimile: (671) 649-4146

Department of Public Works
542 North Marine Drive
Tamuning, Guam 96913
Attention: Andy S. Leon Guerrero, Acting Director
Telephone: (671) 646-3131
Facsimile: (671) 649-6178

Trustee: U.S. Bank National Association
633 West Fifth Street, 24th Floor,
Los Angeles, CA 90071
Attention: Corporate Trust Services
Reference: 2010A Certificates of Participation (Guam / CaPFA)

Developer: International Bridge Corporation
P.O. Box 21149
GMF, Guam 96921
Attention: President

Section 4.12. *Waiver Of Subrogation.* Each party to this Agreement (the "Waiving Party") hereby waives any cause of action it might have against any other party hereto on account of any loss or damage that shall be covered by any insurance policy that covers the Project or any Site, and that names said Waiving Party as a party insured, to the extent of money actually paid to such Waiving Party under such insurance policy. Each party agrees that it will request its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise, consistent with the immediately preceding sentence.

Section 4.13. *Exculpation.* Owner's obligations hereunder shall be payable solely from the proceeds of the Certificates made available to Owner.

Section 4.14. *Waiver Of Attorneys' Fees Statute.* The parties hereby agree that each party's obligations hereunder to pay attorneys' fees and expenses of another party, or to reimburse another party for such fees and expenses, shall extend only to such fees and expenses as are actually incurred by such other party.

Section 4.15. *Relationship of Parties.* The parties hereto acknowledge and agree that the relationship of Developer to Owner is that of an independent contractor engaged for the

purpose of developing the Project. Nothing in this Agreement shall create between Developer and Owner the relationship of principal and agent (other than as expressly set forth herein), joint venturers, partners or any other similar or representative relationship, and Developer shall not hold itself out as an agent (except as expressly provided herein), representative, partner or joint venturer of Owner.

Section 4.16. *Counterparts*. This Project Development Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Developer, by its duly authorized representative, has executed this Project Development Agreement as of the date first above written.

INTERNATIONAL BRIDGE CORPORATION

By: MIGUEL C. BORDALLO

Title: VICE PRESIDENT

IN WITNESS WHEREOF, the Owner, by its duly authorized representative, has executed this Project Development Agreement as of the date first above written.

CAPFA CAPITAL CORP. 2010A

By: _____
John R. Ahern
President

EXHIBIT A

SCOPE OF WORK AND PROGRAM MATERIALS

CONSTRUCTION OF NEW JOHN F. KENNEDY HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDBML)

FINAL CONTRACT TECHNICAL SPECIFICATIONS

PROJECT NO. 700-5-1020-L-TAM

FELIX P. CAMACHO
Governor of Guam

Prepared by:

Department of Public Works
Government of Guam

April 8, 2009

APPROVED BY:

4/21/09

LAWRENCE P. PEREZ
Director
Department of Public Works

NERISSA BRETANIA-SHAFER
Superintendent
Guam Public School System

JOHN R. AHERN
President - CaPFA Capital Corp. 2009A

ROBERT W. TOELKES
President – International Bridge Corp.

Request for Proposal
Construction of New John F. Kennedy High School
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)
TECHNICAL SPECIFICATIONS
Project No. 700-5-1020-L-TAM

GENERAL STATEMENT OF WORK

I. INTRODUCTION

This Statement of Work describes the Scope of Work required of the Proposer's demolition team in demolishing existing building, design team in providing the architectural and engineering services for the preparation of reports, plans, specifications, and estimates (PS&E) and other supporting data for the construction of John F. Kennedy High School. This General Statement of Work, its corresponding Attachments and the Proposer's written proposal submission in response to the Government's Request for Proposal, shall constitute the requirements for completion of the project Scope of Work. The Scope of Work shall be completed in accordance with the schedule requirement of 270 calendar days for design and construction from the date of lease-leaseback agreement execution.

II. PROJECTS DESCRIPTIONS AND LOCATIONS

The project involves the construction of a new high school on the site of the existing John F. Kennedy High School in Tumon, Guam. This statement of work governs the preparation of required design and permitting documents for the construction of the new John F. Kennedy High School, including necessary environmental reports/abatement plans (for asbestos, radon and etc.) prior to demolition of the existing building, as well as Plans, Specifications & Estimates (PS&E); and other supporting documents for the construction of the new JFK High School.

Tasks 1 and 2, (Assessments and Conceptual Plans) of the design work involves those investigative and study requirements, which must be undertaken to adequately assess the existing condition of the site and form the basis of subsequent design activities. It also involves the development of Conceptual Plans, at least two concepts for the JFK High School. These conceptual plans developed for the purposes of the proposal shall be deemed to be sufficient for this task.

Tasks 3, 4, and 5 (Preliminary, Pre-Final, and Final PS&E) of the design work involves the development of Preliminary PS&E incorporating comments and decisions resulting under Tasks I and II. Tasks III and IV work will further refine the various elements of the PS&E and incorporate all review comments by the reviewing agencies. Task V is the final construction plans. In order to meet the schedule requirements imposed on this project, the project design-build team may propose phased development of the PS&E and permitting documents, along with "over the shoulder" review by the Building Official during the design process, as long as such approach meets the requirements of Guam Building Law and applicable code requirements as specified herein. In all cases, the responsible design professionals shall ensure that the plans and specifications are in compliance with applicable laws, codes, rules and regulations governing the work.

The location of the new school will be at John F. Kennedy High School's compound in upper Tumon.

III. SCOPE OF WORK

The Demolition Team shall provide barricade around the building, disconnect and mark all electrical, water line and other utilities connection from existing building to remain for re-connection to new building. Remove all any existing asbestos prior to demolition and dispose as per GEPA requirements. All salvageable materials marked for use by GPSS shall be turned over to GPSS for proper use and/or disposal. The contractor shall properly dispose of all other materials. GPSS shall mark all salvageable materials prior to execution of the lease-leaseback agreements.

The Design Team shall provide the environmental, architectural and engineering services for the different tasks described below and furnish the required reports and PS&E's for the school.

All entry permits in conjunction with the services shall be the responsibility of the design team/offeror.

The design team shall coordinate his work with the agencies, Local or Federal, having jurisdiction in permit review and approval. It shall be the responsibility of the design team to ensure that all requirements of the new schools conform to the requirement of Federal and Local laws. Any design work affecting public streets and rights-of-way shall be coordinated with the DPW Traffic Engineering Section.

Progress review meetings shall be held monthly, or more frequently as required by the design and review methodology, to review progress and discuss any design issues or problems. The meetings shall be held at the firm's office or Public Works office on a mutually agreed schedule.

TASK 1. Site Evaluation

1A. Environmental Assessment:

Conduct an environmental assessment of the existing physical and biological conditions of the school site and its vicinity. An environmental report shall be prepared for JFK High School.

The design team shall evaluate physical factors such as environmental constraints of the proposed development. The Environmental Assessment shall be complete and subject to review and approval by applicable regulatory authorities, such as the Guam Environmental Protection Agency and U.S. Environmental Protection Agency.

Possible Environmental Concerns at JFK Site:

A. Northern groundwater lens. Storm runoff resulting within the school property must be contained within the site with the use of ponding basins or underground infiltration cells.
B. Radon gas arising from coral rock substrate. Design of buildings must incorporate protective measures from toxic radon gas.
C. Water wells with chlorinators.

Proposer must plan for the management of solid wastes generated, including disposal of green waste from clearing of vegetation on site and debris from demolition of buildings and construction. A demolition and disposal plan for sites requiring demolition shall be prepared and submitted for approval. The plan shall address the type of solid waste materials generated and their proper disposal. Recycling and reuse of waste generated is encouraged.

School design should follow a facility design that encourage recycling of solid waste and reuse efforts as part of school operations.

Environmental assessment reports shall be prepared, addressing the items listed above to include maps, data sheets, tables, (check) list, graphs, photographs, references, and other documentation to support the findings and environmental mitigation measures.

Ten copies of the environmental assessment reports shall be submitted.

1B. Archeological Assessment.

The northern site, are area of the island that is usually sparse in terms of archeological sites, with limited distribution of pottery scatters being the dominant site type. The existing JFK High School site has been previously developed and in use as a school site for approximately 50 years. It is unlikely that any archaeological resources will be affected by the proposed demolition and re-building activities. However, in the event that excavation or grading activities may impact previously undisturbed portions of the site, the Contractor shall be required to provide an archaeological survey and monitoring (when required) for such activities.

This involves archeologists walking over the project property, on foot and recording the locations of any historic or prehistoric materials. Detailed descriptions are made of any sites, maps are drawn and photographs taken if features or structures are encountered, GPS locations of features/sites are recorded, and shovel test are conducted as indicated by the surface findings. The final report should minimally contain sections on geographic location, environment, historic cultural context, previous findings in the area, field methods used, findings from survey, analyses done, significance of any sites found, recommendations, and references.

An equitable adjustment to the construction schedule shall be made in the event of any delay caused by work stop order due to archaeological findings.

Archeological reports shall be prepared for the JFK High School. Ten copies of the reports shall be submitted.

1C. Planimetric and Topographic Survey.

Perform an as-built planimetric and topographic survey and prepare a topographic map with one-foot contour interval of the school property. Include sufficient area to address the schools development area and adjacent properties to properly analyze all engineering aspect of the development, such as drainage patterns, utilities onsite and offsite, access roads, modifications to existing roads, pedestrian walkways, trails, etc.

Conduct a thorough property research to include adjacent properties, rights of way and/or easements. Lot numbers and property ownership shall be shown on the map.

Survey work shall be under the direct supervision of a Guam Registered Land Surveyor.

Ten copies of the Planimetric and Topographic map shall be submitted.

1D. Soil Investigation.

Perform the necessary soil investigation to properly design the school building foundations, ponding basins and infiltration cells, embankment and cut slopes, drainage channels, ground covers, underground utilities, etc. It shall include determination of any earthquake faults and its effect on the schools design.

A soil report shall be prepared for the new high school. Ten copies of the reports shall be submitted.

TASK 2. Conceptual plans.

The design team shall develop two alternative conceptual plans for each school site showing the civil and architectural layout of all school facilities and grounds development standards as identified in the technical specifications for JFK High School. It shall include all offsite development, such as proposed access roads and any modifications to existing roadways or pedestrian facilities, utilities, landscaping, etc. It shall include concept buildings elevations (front, side, and rear elevations), and an architectural rendering depicting the type of structure, color schemes, and structures orientation relative to grounds improvements. The conceptual plans developed by the contractor for the proposal submission shall be deemed sufficient for this task.

Ten copies of the conceptual plans shall be submitted.

The design team shall conduct a conceptual presentation to all reviewing agencies upon submittal of the conceptual plans. The presentation shall address all architectural and engineering aspects of the project.

TASK 3. Preliminary Plans, and Specifications

The preliminary PS&E's shall be develop to at least 50% complete and the following shall be prepared.

A. PLANS:

1) Title Sheet.
2) Civil Design:
   a) Site Plan. Show property lines, access rights of way or easements, survey base line(s), proposed facilities footprints, access roads and parking areas, traffic (vehicular and pedestrian) circulation, access roads, etc.
   b) Grading and drainage plans.
   c) Utilities plans (Water, sewer, power, telephone, internet and cable).
   d) Roads plans and profiles.
   e) Other civil engineering plans and details necessary to conduct a 50% preliminary plans review.
3) Architectural design:
   a) Floor and ceiling plans
   b) Building elevations and sectional views.
   c) Equipment layouts
   d) Landscaping plans
   e) Other architectural plans and details necessary to conduct a 50% preliminary plans review.
4) Structural design:
   a) Foundation plans
   b) Floor and roof slab plans
   c) Structural columns, walls, and beams
   d) Other structural plans and details necessary to conduct a 50% preliminary plans review.
5) Mechanical design:
   a) Plumbing plans
   b) Air conditioning and ventilation plans
   c) Fire protection and alarm, and monitoring plans
   d) Mechanical equipment plans
   e) Other mechanical plans and details necessary to conduct a 50 % preliminary plans review.
6) Electrical Design:
   a) Lighting plans
   b) Off-site power supply plans
   c) Power supply plans to all equipments
   d) Other electrical plans and details necessary to conduct a 50 % preliminary plans review.

B: SPECIFICATIONS:

Preliminary technical specifications shall be prepared for each item of work describing the construction methods, material requirements, and test procedures required.

C: ESTIMATES:

Preliminary estimates shall be prepared commensurate with the preliminary plans and specifications.

D. MAINTENANCE AND CUSTODIAL PLAN:

Post Construction Facilities Maintenance and Custodial Operations Plan - The design team shall prepare a complete operations manual for school for the required post construction monitoring, maintenance, and custodial operations of the school facility. The plan shall address the operational and/or maintenance of the buildings, equipments, landscaping, the drainage system, all outdoor facilities, and for any facility appurtenances for the proper operation of the school.

Ten (l0) copies of the preliminary PS&E and design calculations, and the Maintenance and Custodial Plan shall be submitted. A "plans-in-hand" field reviews to be jointly conducted by the Government and Design Team shall be scheduled by the offeror after submittal of preliminary PS&E. Prior to the Plans-in-Hand reviews the design team shall mark with survey flags the approximate buildings footprints, athletic fields (where required), parking lots, access roads, and other prominent structure or facility of the school. The school sites shall be sufficiently cleared of vegetation to conduct the plans-in-hand reviews.

The Design Team's key personnel shall participate in the Plans-in-Hand field reviews and resolution meetings to resolve all comments on the project. The Design Team shall be responsible for the preparation of the "Minutes of Meeting" for approval and distribution by DPW.

TASK 4. Pre-Final Plans, Specifications, and Estimates

The Pre-Final PS&E shall be 100% complete incorporating all approved comments from the preliminary PS&E, and the Maintenance and Custodial Plan. Ten copies of the following shall be submitted:

1. Plans - Complete plans, including title sheet, summary of quantities and schedules, details cross sections, etc.;

2. Technical specifications - Complete technical specifications to properly construct each item of work, including test procedures required, and any special conditions to be required;

3. Estimates – Each item of work shall be supported with a detailed quantity take-off computation and corresponding cost analysis for each item of work. Any lump sum cost shall be supported with detailed breakdown arriving to the lump cum cost;

4. Design Analysis and computation sheets;

5. CPM schedule to establish project construction activities within the specified construction time;

6. Maintenance and Custodial Plan.

The Firm's key personnel shall participate in the resolution meeting to resolve all comments on the submittal. Prepare a "Minutes of Meetings" for approval and distribution by DPW.

TASK 5. FINAL Plans, Specifications and Estimates

After approval of the Pre-Final PS&E, and Maintenance and Custodial Plan submit five (5) copies for final review. Upon approval of the final PS&E, and Maintenance and Custodial Plan submit one original, five sets of PS&E and Maintenance and Custodial plan, and two copies of other items listed below:

1) Plans
2) Specifications
3) Estimates
4) Quantity take-off and computation sheets
5) Unit price analysis
6) Design analysis and computations
7) CPM Schedule
8) Maintenance and Custodial Plan
9) An electronic non-PDF workable file in AUTO CADD format, latest version, shall also be submitted in a separate disks for the plans, specifications, and estimates; and Maintenance and Custodial Plan for each school.

IV PLANS AND DRAFTING

1) The PS&E be prepared in conformance with the standard format furnished by the Government.

2) Plan size shall be 24" x 36".
3) All plans and details shall be legible when reduced to one-half size plans (50% reduction). The minimum size of alphanumeric text on the reduced plans shall be 1/8".

V CONSTRUCTION SCHEDULE

The construction time (inclusive of design) for new JFK High School in upper Tumon shall be **two hundred seventy (270) calendar days.**

A building permit must be secured for the JFK High School prior to construction, and an occupancy permit must be secured prior to acceptance of the new school building. DPW shall conduct inspections throughout the construction phase as required for building permit process.

VI DESIGN CODES/GUIDES AND REFERENCES

All services shall be performed in accordance with the general criteria contained in the following references:

1) Building Law, Title XXXII, Government Code of Guam
2) International Building Code (Latest Edition)
3) Uniform Mechanical Code (Latest Edition)
4) International Plumbing Code (Latest Edition)
5) National Electrical Code(NEC- Latest Edition)
6) National Electrical Safety Code (NESC- Latest Edition)
7) Life Safety Code (Latest Edition)
8) Uniform Fire Code (Latest Edition)
9) Illuminating Engineering Society (IES)
10) American Disability Act
11) GEPA, USEPA, CFR29
12) A policy on Geometric Design of Highways and Streets
13) All other codes, regulations, technical publications and design manuals applicable in the performance of this RFP
14) Guam Energy Code

VII GOVERNMENT REVIEWING AND APPROVING AGENCIES:

1) Department of Public Works
2) Guam Environmental Protection Agency
3) Department of Land Management

4) Guam Telephone Authority
5) Guam Power Authority
6) Guam Waterworks Authority
7) Guam Fire Department
8) Guam Historic Preservation

9) Department of Public Health and Social Services

To provide for monitoring of the construction of the facility for lease to the Guam Public School System, Government of Guam, the Department of Public Works shall conduct construction observation inspections during the construction period as provided for and authorized in the lease-leaseback agreement.

VIII FACILITIES MAINTENANCE AND CUSTODIAL SERVICES

The building maintenance and custodial services phases shall commence upon acceptance of each school and shall continue for a period of twenty (20) years or until the leaseback contract is completed.

Building maintenance include the preventive maintenance of the whole facility (ies), maintenance and replacement of fixed equipments.

Custodial services include all janitorial services, ground maintenance and including disposal of trash.

IX UTILITIES AND ROUTINE MAINTENANCE AND REPAIR

The Education Agency shall be responsible for the payment of all utilities, including, without limitation, power, water, sewer, telephone, internet and cable of the Education Facility.

Routine maintenance, repair and upkeep shall be the responsibility of the Education Agency and / or the Contractor, as provided by the terms of the Contract.

X CONTRACTOR RESPONSIBLE FOR CAPITAL MAINTENANCE

The Contract with the Contractor, and the Lease-Back, shall provide that all capital maintenance and repair (including vandalism) of the Education Facility be performed by the Contractor as a separate cost.

The terms by which the contractor is to perform such capital maintenance shall be determined as a part of the bid process and shall be part of the conditions of the Contract. The Contract shall provide sufficient initial funding for the first five (5) years after the completion of the Education Facility.

Construction of New John F. Kennedy High School
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)

TECHNICAL SPECIFICATION

Project No. 700-5-1020-L-TAM

Attachment "A"

1. SITE ENTRY and PARKING:

- Entries to the school will remain the same, but with improved paving.
- Resurface and pave parking lot.
- Area behind JFK statue needs to be leveled and paved for additional parking. The drop-off loop will be re-paved.
- The bus-drop-off area from the north gate will remain the same.
- Construct the new school building to limit vehicular access into the school's campus and physical education facilities and grounds.
- Egress needs to be included to allow student traffic from the main building to the annex buildings.
- Security gates to close off main building from facilities used during non-instructional time. The design shall, to the extent possible, isolate portions or areas within the facility intended for use during non-instructional time, such as gymnasium, library, trade classrooms, and cafeteria.

2. LANDSCAPING

- The tree in the center of the current courtyard will be left intact and continue to serve as a reminder of the resilience of the school community.
- The tree will serve as the focal point of the new courtyard.
- Level and grass the area in front of the Annex Building for physical education or provide alternative location for such activities.
- The flagpole at the front of the school will remain in its current location.

3. ACADEMIC CORES

- The main building will be a two-story building capable of housing 2300 students as per Public Law 29-114 & 29-106 and constructed on a rectangular footprint similar to the former building with an

enlarged courtyard.

- The new building will be aligned with the Band/JROTC building, which will be the only remaining portion of the original quadrangle building and continue to serve as an entrance for students passing to their classrooms. Band /JROTC building shall be repaired, including all identified damage, and shall be upgraded including the A/C units, networking and electrical system. The electrical and networking system shall be connected to new building.
- Except for art, consumer science, business, special education, all classrooms in the main building will be general classrooms.
- The school will be organized with all science areas located near the existing annex, south of the main building proper.
- A new building will be added near the annex. This new building will house two chemistry classrooms with a lab and storage between and one physics classroom with lab and storage.
- GCC Auto and Construction Trade shops will be added east of the Annex Building, between building and fence by Marine Drive. Each shop will contain shop trade work centers and classroom setting for 25 students.

4. SPECIAL EDUCATION

- Special Education is spread throughout the building.

5. SPECIAL NEEDS

- The special needs program will continue to be located on the first floor or the building. Building entries will provide accessible parking and drop-off area, ADA compliant.

6. ATHLETICS/PHYSICAL EDUCATION

- Athletics Field - High school requirements include a combined soccer/track/football field, baseball and softball fields, and three types of court sports with light post and fencing. Space for future swimming pool shall be provided. Existing facilities, properly renovated or improved, shall be deemed to satisfy this requirement.
- The excellent existing athletic facilities of JFK will remain and be upgraded, i.e., track and field, football field, and upgrade/resurface tennis court to meet official standards with safe, durable and shock absorbing playing surface.

- A new gymnasium with a main playing area that meets current basketball requirements, including bleachers with storage areas underneath to house large equipment, i.e., wrestling mats and gymnastics equipment, will be built with additional new instructional areas off the main playing area, to include a weight room, dance room, multi-use activity room, and a classroom for seat work and written tests.
- All indoor physical education facilities will be air-conditioned.
- An athletic director's office and equipment room will be built in close proximity to the gymnasium and field areas.
- The new gymnasium will be located at the southwest corner of the building near the existing fields and near the south parking lot.
- Locker rooms will provide showers with drying area and unobstructed dressing area. Each locker room will have storage areas within as well as within offices.
- Physical education teachers' offices will be located within each locker room with a large glass window that looks out onto the dressing area.

6. AMPHITHEATER

- The courtyard stage will be demolished and the courtyard improved to provide a new amphitheater that is sufficiently large to hold one quarter of the school population.
- Location should be in such a manner that, when needed, the entire school can view the stage from the majority of the courtyard and second floor. It will be designed for performances as well as lectures.

7. LIBRARY

- The 8600 square foot library will contain an 1800 square foot media center in the center of the library building and a 900 square foot teacher resource center.

8. CAFETERIA

- The cafeteria will be accessible from the main parking lot for vendor delivery and pick-up, as well as community use.

- The cafeteria will be centrally air-conditioned, with seating capacity for 300-350 students and serving area with capacity for multiple lines.
- The cafeteria will be upgraded to allow Special Needs students to have easy accessibility.

9. ADMINISTRATION

- The administration offices will be located so as to provide for proper monitoring, observation and access, adding additional offices for the different functions of operations. While generally located in the same area for visitors and staff convenience, individual functions will be separated.
- The counseling office, nurse's area, and career counseling will be relocated within the same wing, closer to the administrative offices.

Construction of New John F. Kennedy High School
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)
TECHNICAL SPECIFICATION
Project No. 700-5-1020-L-TAM

Attachment "B"

I. PROJECTS DESCRIPTIONS AND LOCATIONS

The location of the new school will be at John F. Kennedy High School's compound in upper Tumon of Guam's Public Schools System and shall:

- Main campus kept on quadrangle. Keep the in center courtyard and flagpole in front of school near the AFJROTC classroom.
- Stage moved to back of quadrangle.
- Move wing to avoid supervision problems.
- Open hallways like old JFKHS.
- Emergency back-up generator
- Daylighting windows installed in the classrooms, gymnasium, cafeteria, library, support rooms and administrative offices.
- Closed circuit TV security.
- Internet and phone accessibility in all the classrooms and administrative offices.
- Resurface and pave parking lot. Grass area from tennis courts to corner fence by traffic light shall be used for overflow parking. .
- Preserve the field in front of the school next to the annex building for accreditation purposes, or provide alternative field space for such purposes.
- Central air-conditioning units for Administrative offices, counseling office, cafeteria, library and gymnasium.
- Split unit air conditioning units for all classrooms and other facilities.

II. SCOPE OF WORK

The following specifications shall be inclusive of collateral equipment items which are listed and appended to this attachment. There shall be no duplication of items specified

below and items listed in the collateral equipment list.

1. **Sixty (60) Standard Classrooms**
   - Air conditioned
   - Internet and phone access
   - Two (2) white boards per classrooms
   - Counter installed on one (1) wall of each classroom with full length closet on each end.
   - Two (2) bulletin boards for each classroom.

2. **Four (4) SPED Classrooms**
   - Air Conditioned
   - Internet and phone access
   - 1-2 white boards per classroom
   - Counter installed on one (1) wall of each classroom with full length closet on each end

3. **One (1) SPED Resource Room**
   - Air Conditioned
   - Internet and phone access
   - One (1) white board installed
   - One (1) bulletin board
   - Counter installed on one (1) wall of each classroom with full length closet on each end
   - Equipped with toilet, sink and shower (ADA if required)

4. **One (1) Itinerant Room**
   - 10 ft. x 10 ft.
   - Cabinet

5. **Four (4) JROTC Rooms**
   - Should be located near large parking lot for easy access to JROTC rooms
   - Air Conditioned
   - Reception area with counter 450 sq. ft.
   - Three (3) individual offices within each 12 ft. x 12 ft.
   - Internet access in reception room and each instructor's office
   - **Storage Room** - located between office and classroom with access from office and hallway 1200 sq. ft. (400 sq. ft. per 100 students required)
     - Double metal doors on hallway entrance
     - Air conditioned

- ♦ All doors must lock with dead bolts

- **Two (2) Classrooms**
  - ♦ Electrical system
  - ♦ Internet access in room with ability to support five (5) - ten (10) computers
  - ♦ ***Capacity for forty-five (45) - fifty (50) students each***
  - ♦ Dual white boards per classroom

- **Drill Pad** (Can use large front parking lot) 150 ft. x 150 ft.
  - ♦ Area needs to have removable poles with sleeves installed that are flushed with the ground to provide safety of students marching.

6. **Four (4) Art Classrooms - Capacity for twenty (20) students**
   - Air conditioned
   - Internet and phone access
   - Adequate electrical outlets on all walls to support audio/visual equipment
   - Three (3) classrooms designed for general art classes, one (1) for ceramics
   - Lockable storage room between each two (2) rooms access from both classrooms
   - Counters installed on at least two (2) - three (3) walls of all art classrooms with two (2) sinks per room centered on the wall
   - Ceramic room needs lockable kiln room
   - Adequate electrical outlets to support audio/visual equipment
   - All rooms equipped with Internet access

7. **Two (2) Home Economics Rooms, One (1) designed for Cooking and One (1) designed for Sewing**
   - **Cooking Room**
     - ♦ Five (5) Cooking stations each set up with sink, stove, garbage disposal, and stove ventilation
     - ♦ Electrical capacity at each station to support all necessary equipment
     - ♦ Teacher's area with adequate outlets and internet access
     - ♦ One (1) board installed

   - **Sewing Room**
     - ♦ Electrical setup and capacity for twenty (20) sewing stations to support all necessary equipment
     - ♦ Small changing area designed to provide privacy but not locking

- ♦ One (1) white board installed
- ♦ Work counter installed on two (2) walls of classroom

- **Storage Rooms / Laundry Room located between Sewing and Cooking Room**
  - ♦ One (1) Locking storage area with electrical capacity and space to support four (4) refrigerators and one (1) upright freezer accessible from cooking room.
  - ♦ One (1) Locking storage area (24 sq. ft.) accessible from sewing room
  - ♦ One (1) Locking laundry area accessible form sewing and cooking area
  - ♦ Large utility sink (wash mops and etc)
  - ♦ Electrical capacity for washer and dryer

8. Choral Room

- Room designed with three (3) concrete tiers in a curved manner with adequate area for director, piano and teacher work area.
- Tiers with wall to wall carpet and anti-slip edging
- Air-conditioned with phone and internet access and adequate electrical outlets to support multiple pieces of electronic equipment.
- Dual white boards installed
- Locking storage room 150 sq. ft.
- Two (2) Practice Rooms within the Choir Room 50-60 sq. ft. each sound proof

9. Four (4) Business Classrooms

- Air conditioned
- Internet and phone access
- Electrical outlets on all walls
- One (1) - two (2) white board per classroom
- Counter installed on two (2) walls of each classroom
- Capable of accommodating 28 student computer set up and one (1) teacher station set-up
- Locking storage space between each two classrooms 30 ft. x 10 ft. accessible from both adjoining rooms.

10. Physical Education Facilities

- **Two Locker Rooms**
  - ♦ Air Conditioned

- Non-skid floors
- Electrical outlets on all four (4) walls of dressing area
- Unobstructed open dressing area equipped with seven (7) benches (10-12 ft. x 2.5 ft.) with racks for hanging clothes
- One hundred (100) basket lockers attached to one (1) wall for student use
- Toilets/urinals and sinks in main dressing area
- Open bay showers with drying area immediately outside shower area, separated from dressing area
- Three (3) storage areas with locker room
- One (1) lockable closet custodial supply
- One (1) lockable equipment storage room with double metal doors - 10 ft. x 20 ft.
- One (1) lockable daily equipment storage room 10 ft. x 10 ft.

- **Female PE Office**
  - Located and accessible within girls locker room
  - Designed with glass windows providing easy visibility of locker room with lockable metal entry door
  - Air conditioned with internet and phone access
  - Toilet, sink, shower and dressing area within office for teachers
  - Laundry area with electrical outlets to support washer/dryer
  - Lockable equipment and costume storage closet 4 ft. deep x 6 ft. wide

- **Male PE Office**
  - Location and access within the boys locker room
  - Designed with glass windows providing easy visibility of locker room with lockable metal entry door
  - Air conditioned
  - Four (4) locking individual cubicles at least 8 ft. x 8 ft. each with glass window providing visibility of locker room
  - Internet and phone access in each cubicle
  - Common office area to include: toilet, sink, shower and dressing area 150 sq. ft.
  - One (1) - two (2) electrical outlets in bathroom area
  - Lockable equipment storage 4 ft. x 4 ft.

11. Gymnasium

- Air conditioned

- Lockable double metal doors with easy out push bar
- Bleachers - at least one side of gym having bleachers that provide lockable storage beneath them suitable for storage of wrestling mats and similar items; alternate means of storage shall also be acceptable.

- **Within Gymnasium**
  - ♦ One (1) Gymnastics equipment storage room 20 ft. x 20 ft.
  - ♦ One (1) Athletic department gymnasium storage 10 ft. x 10 ft.
  - ♦ Two (2) restrooms - one (1) MALE and one (1) FEMALE

- **Dance Room - One (1)** (Attached or within gymnasium)
  - ♦ Air Conditioned
  - ♦ Internet and phone access
  - ♦ Mirrors on at least one wall
  - ♦ Counter installed on one (1) wall of classroom with full length closet on each end
  - ♦ One (1) bulletin board installed
  - ♦ One (1) white board installed
- **Mat Room - One (1)** (tumbling, wrestling, small activity - 60 ft. x 60 ft.)
  - ♦ Air conditioned
  - ♦ Internet and phone access
  - ♦ One (1) bulletin board installed
  - ♦ One (1) white board installed

- **Lecture/Video/Small Activity Classroom (20 ft. x 45 ft.)**
  - ♦ Air conditioned
  - ♦ Internet and phone access
  - ♦ One (1) bulletin board installed
  - ♦ One (1) white board installed

- **Weight Room** (1200 sq. ft.)
  - ♦ Air Conditioned
  - ♦ Internet and phone access
  - ♦ One (1) bulletin board installed
  - ♦ One (1) white board installed

12. **Athletic Director's Office and Storage Room**
    - Split air conditioned
    - Metal entry door with dead bolt
    - Office area 150 sq. ft.
    - Internet and phone access in office area

- **Caged Locking Storage 900 sq. ft.**
  - ♦ Limited access - only from within office area
  - ♦ Laundry area with electrical and water supply suitable for washer and dryer.

13. **Library** 8600sq. ft.
    - All areas central air-conditioned
    - Student area
    - Internet and phone access available
    - Lockable storage area 300 sq. ft.

    - **Media Center within Library** 1800 sq. ft.
      - ♦ Internet access ports located on the floor
      - ♦ Computer center with stationary tables/counters

    - **Teacher Resource Center within Library** 900 sq. ft.
      - ♦ Adequate electrical outlets in all walls
      - ♦ Internet and phone access
      - ♦ Two (2) 220 V outlets for Xerox Machine

14. **Cafeteria**
    - Air conditioned
    - Seating capacity for 300 - 350 students
    - Serving area with capacity for multiple lines

15. **One (1) Nurses Station**
    - Located within the vicinity of physical education facilities and administration with easy ambulance access.
    - All areas air conditioned
    - Reception/Patient reserving area 300 sq. ft.
    - Adequate electrical outlets in all areas to support equipment
    - Internet access
    - Bathroom with sink, shower, and toilet. Bathroom needs to be ventilated
    - Three (3) patient rooms with capacity to put at least two (2) beds per room. 64 sq. ft. / room
    - Lockable Records Room 150 sq. ft.
    - Lockable Supply Room 200 sq .ft.
    - Nurse's Office 12 ft. x 12 ft.
    - Phone and internet access
    - Lockable workroom with sink and outlets to support refrigerator 10 ft. x 10 ft.

16. Administrative Offices

- Central Air conditioning unit
- Internet and phone access in all offices, storage, and under all service counters
- Electrical outlets on all walls of each office
- Electrical outlets under counters
- Visible window view of the parking lot area and the students passing hallways

- **Reception / Waiting Area in Main Office**
  - ♦ Enclosed plexiglass door and bulletin board (4 ft. x 4 ft.)
  - ♦ Wall embedded and enclosed trophy showcase

- **Principal's Office** 300 sq. ft.
  - ♦ Conferencing room for small group meetings (12 capacity size)
  - ♦ Administrative secretary work area

- **Assistant Principal, Curriculum** 12 ft. x 12 ft. within
  - ♦ Reception area with phone and internet access
  - ♦ Enclosed plexiglass door bulletin board (4 ft. x 4 ft.)
  - ♦ Clerical staff work area

- **Office Xerox Room** 36 sq. ft.
  - ♦ Air conditioned
  - ♦ Electrical outlets in all walls and adequate wattage for Xerox capability

- **Office Supply Room** 36 sq. ft.
  - ♦ Air conditioned

- **Computer Operator Room** 200 sq. ft.
  - ♦ Internet and phone access
  - ♦ Electrical outlets on all walls
  - ♦ Locking storage closet 5ft. x 5ft.

- **Single Occupancy Adult Restroom**
  - ♦ Not accessible to the public

- **Assistant Principal Discipline/Attendance** 12ft x 12 ft minimum
  - ♦ Located neat the nurse's office

- ♦ Clerical staff area
- ♦ Service counter area
- ♦ Reception area with phone and internet access

- **Holding Rooms**
  - ♦ Separate entrance for GPD

- **Assistant Principal, Business** 12ft x 12ft minimum
  - ♦ Located near the Supply room
  - ♦ Secured service window for issuing and receiving money, tickets etc.
  - ♦ Administrative officer's office 12ft. x 12ft.
  - ♦ One (1) of locking storage closet 4ft. x 4ft.
  - ♦ Clerical space 240 sq. ft.

- **Assistant Principal SPED**
  - ♦ Reception area with phone and internet access 250 sq. ft.
  - ♦ One (1) of 12 ft. x 12 ft. office for Assistant principal
  - ♦ Three (3) of 10 ft. x 10 ft. offices for CRT's
  - ♦ One (1) of 12 ft. x 12ft. office within for LOTE Coordinator
  - ♦ One (1) Conference room within 15 ft. x 15 ft.

- **Security**
  - ♦ Room for monitoring closed circuit TV
  - ♦ Outside covered areas for monitoring visitor entrance

17. Allied Health Program (Nursing Program)

- Classroom Setting and seating size
- Central Air Conditioned
- Laboratory - half of classroom size

18. Counseling Center

- Should be located adjacent to main office for easy access to Records Room
- Central Air Conditioned
- Internet and Phone Access in all work areas and rooms
- Electrical outlets on all walls
- Reception Area/ College Career Center 200 sq. ft.
- Eight (8 each) - Counselor Officer 10ft. x 10ft.
- Conference Area 12ft. x 12ft.
- Storage Room 12ft. x 8ft.

19. **Records Room One (1)**
- Fireproof
- Capable of housing 25,000 student records
- Located in Central Book Locker
- Air conditioned
- Electrical outlets on all walls
- Small lockable area within for personnel records

20. **Custodial/ School Aide Break Room** One (1) 250 sq. ft.
- Air Conditioned
- Internet and phone access
- Electrical outlets on the walls
- Two (2) Single occupancy adult restrooms (Men, Women)
- Defined area for vending machines with floor drain

21. **Custodial Closets Four (4) 8ft. x 8ft.**
- Two (2) per floor, located at opposite ends of building
- Equipped with sink and running water and faucet for hose

22. **Restrooms**
- **Faculty Restrooms Three (3) sets**
  - One located in Faculty Lounge
  - One located at opposite end of the building
  - One set located upstairs
- **Student Restrooms**
  - Adequate for 2300 students

23. **Storage Rooms**
- **Paint and Hazardous Material Storage Room**
  - Location separate from main building
  - Natural ventilation
  - Five (5) rooms of 10ft. x 10ft.
  - Each with its own solid access door
- **WAY Student Government Storage Room** 15ft. x 15ft.
- **General Storage Room**
  - Air Conditioned
  - 220 V outlet for Xerox
  - 900 sq. ft.

- ♦ Heavy duty metal shelving for supplies
- ♦ Outside double doors for delivery

24. Faculty Lounge (1) and Faculty Work Area (1) 900 sq. ft.

- Air Conditioned
- Internet and Phone access
- Electrical outlets on all walls and for computer workstations with Xerox machine
- Defined area for vending machines with floor drain
- One (1) bulletin board installed
- Two (2) restrooms - Male and Female
- One (1) counter with sink
- Storage area for Xerox paper

25. Lockers

- **Student Lockers**
  - ♦ 1/3 Full locker size located within classrooms 30/room

- **Central Book Locker - one (1)**
  - ♦ Book locker area should have floor to ceiling shelves;
  - ♦ Heavy duty metal rows with sufficient room to move about with portable step platforms to access upper shelves
  - ♦ Double wide metal doors for access from outside for receiving shipments
  - ♦ Business window with counter area for issue/receiving textbooks and associated instructional materials that opens into quad area
  - ♦ Heavy duty tables for packing /unpacking materials and numbering for inventory control.

26. Chemistry and Physics Building -

- Design this science building to mirror Okkudu's chemistry and physics classrooms

- **Chemistry Classrooms**
  - ♦ Single story
  - ♦ Two (2) classrooms
  - ♦ Lab and storage rooms located between the two classrooms
  - ♦ Exhaust and ventilation system located within the lab
- **Physics Classrooms**
  - ♦ Classroom lab within the classroom
  - ♦ Storage room

27. **GCC Auto and Construction Trades**
- East of Annex Building, between building and fence by Marine drive

Auto and Construction Trade Shops
- **Auto Shop**
  - Two (2) car bay work area
  - Eight (8) inch re-enforced floors
  - Airlines for compressor
  - Include classroom space for twenty-five (25) students
- **Construction Trade Shop**
  - Shop setting to accommodate classroom trades for plumbing, masonry, carpentry, and electrical
  - Include classroom space for twenty-five (25) students

28. **MIS Room (160 square meter or 16'x10')**
- In addition to a computer operators office space, a Main Information System, MIS room is needed to house network equipment that will feed all the northern schools of GPSS
- **Electrical loads should include:**
  - PBX equipments
  - servers, routers, printers
  - Air Conditioner

29. **Center Courtyard**
- Adequate lighting for gathering around the courtyard

30. **Hallways**
- Widen hallways to accommodate and prevent students from getting wet during rainy days
- Install concrete benches in front of each classroom and other areas deemed feasible
- Install concrete tables and seat, or other provisions for outdoor seating, at corner areas of the courtyard (see Tumon beaches, similar or better)

31. **Collateral Equipment**
- See attached list of JFK high school collateral equipment; equipment furnished shall be provided by manufacturers regularly engaged in the manufacture and supply of such items, and shall of standard quality, suitable for use in a normal high school setting. Contractor shall submit material and equipment submittals to be evaluated based on the specifications in the attached collateral equipment list.

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
STANDARDIZED CLASSROOM EQUIPMENT	Language Arts, Math, World Language, Fine Arts, Special Education, Health, Science, Chamoru, Social Studies, JROTC	Total FTE= 90		
1	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	90	Each	
2	Computer System	270	Each	
3	Laptop System	90	Each	
4	Multi Media Projector	28	Each	
5	Document Camera	19	Each	
6	Projector Screen (celing mounted 120"/PSBC120)	90	Each	
7	Printer & Scanner	90	Each	
8	MEDI CAN STEP CAN, RED, PLASTIC LINER	90	Each	
9	Storage Cabinet 30"x15"x66"	90	Each	
10	Student Combo Desk & Chair Chrome Frame (36in.)	2740	Each	
11	Teacher Chair	90	Each	
12	Teacher Desk(double pedastal) Model#88004	90	Each	
13	Legal Size 4 Drawer 512CP	90	Each	
14	Teacher Podiums	90	Each	
15	Wall Mount Guam Classroom Flag, 2' x 3'	90	Each	
16	World Map & Globe Combo, 4th to 12	70	Each	
17	Wall Mount U.S. Classroom Flag, 2' x 3'	90	Each	
18	Fire Exhinguisher	180	Each	
19	Surge Protectors	180	Each	
20	Table, Adjustable Height, 30" x 72"	90	Each	
21	White Board 60"x36"	180	Each	
22	Bulletin Board 60"x36"	180	Each	
SPECIALTY PROGRAMS CLASSROOM EQUIPMENT	Chemistry & Physics, Special Education, Physical Education, Fine/Practical Arts, Home Economics, Business Classrooms	Total FTE= 27		
1	Book Shelves 4 tier	7	Each	
2	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	24	Each	
3	Computer System	85	Each	
4	Laptop System	27	Each	
5	MEDI CAN STEP CAN, RED, PLASTIC LINER	27	Each	
6	Multi Media Projectorr	14	Each	
7	Document Camera	0	Each	
8	Projector Screen (celing mounted 120"/PSBC120)	26	Each	
9	Printer & Scanner	26	Each	
10	Storage Cabinet 30"x15"x66"	26	Each	
11	Student Combo Desk & Chair Chrome Frame (36in.)	440	Each	
12	Teacher Chair	27	Each	
13	Teacher Desk(double pedastal) Model#88004	26	Each	
14	Legal Size 4 Drawer 512CP	26	Each	
15	Teacher Podiums	20	Each	
16	Wall Mount Guam Classroom Flag, 2' x 3'	20	Each	
17	Wall Mount U.S. Classroom Flag, 2' x 3'	20	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
18	Drying Rack for Art Classrooms	8	Each	
19	EnviroVentilation System, Skutt	5	Each	
20	Surge Protectors	54	Each	
21	White Board 60"x36"	27	Each	
22	Bulletin Board 60"x36"	27	Each	
SUPPORT PROGRAMS OFFICE EQUIPMENT	Library, ESL Program, School Health Counselor, Guidance Counselors, CRT SpEd	Total FTE= 15		
1	Book Shelves 4 tier	15	Each	
2	Bulletin Board 60"x36"	15	Each	
3	Bulletin Board 60"x36"	15	Each	
4	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	5	Each	
5	Computer System	9	Each	
6	Laptop System	14	Each	
7	Multi Media Projector	5	Each	
8	Printer & Scanner	16	Each	
9	Round Steel Wastebasket, 5.8 Ga	15	Each	
10	Storage Cabinet 30"x15"x66"	16	Each	
11	Teacher Chair	15	Each	
12	Teacher Desk(double pedastal) Model#88004	15	Each	
13	Legal Size 4 Drawer 512CP	28	Each	
14	Wall Mount Guam Classroom Flag, 2' x 3'	1	Each	
15	Wall Mount U.S. Classroom Flag, 2' x 3'	1	Each	
16	Surge Protectors	15	Each	
GCC PROGRAMS EQUIPMENT	Automotive, Construction Trades, Allied Health, Pro Start, Marketing, Tourism	Total FTE= 8		
1	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	8	Each	
2	Computer System	16	Each	
3	Student Combo Desk & Chair Chrome Frame (36in.)	80	Each	
4	Teacher Chair	8	Each	
5	Teacher Desk(double pedastal) Model#88004	8	Each	
6	Wall Mount Guam Classroom Flag, 2' x 3'	8	Each	
7	Wall Mount U.S. Classroom Flag, 2' x 3'	8	Each	
8	Fire Exhinguisher	10	Each	
9	Surge Protectors	16	Each	
10	MEDI CAN STEP CAN, RED, PLASTIC LINER	27	Each	
11	Folding Table, Blow Molded Top	10	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
STORAGE ROOMS				
1	Heavy Duty Steel Utility Shelf, 5 Tier, for storage rooms	160	Each	
2	3 Drawer 31" [3-3122-C] Lateral Fireproof File Cabinet	16	Each	
3	Steps platforms	2	Each	
4	Folding Table, Blow molded top	6	Each	
SCIENCE				
1	18" Stacking Chair	60	Each	
2	Beakers Various sizes (Case)	30	Each	
3	Biohazard Waste Disposal	1	Each	
4	Bunsen Burner (Single)	30	Each	
5	Chemical Storage Cabinet	2	Each	
6	Dissecting Kit	60	Each	
7	Disecting Pan	60	Each	
8	Disecting Pins(Boxes)	60	Each	
9	Erlenmeyer Flask Various Sizes (Case)	40	Each	
10	Graduated Cylinders Various sizes (Case)	40	Each	
11	Hazardous Waste Storage Bin	4	Each	
12	Material Safety Data Sheet CD	2	Each	
13	Meter Sticks	28	Each	
14	Microscope	56	Each	
15	Petri Dish	56	Each	
16	Prepared Slides Assorted Set	4	Each	
17	Pull Scales	4	Each	
18	Stainless Steel Trolleys	4	Each	
19	Test tubes 150 ML (Case)	4	Each	
20	Triple Beam Balance	4	Each	
21	Aquaium 50 Gallon with Accessories	2	Each	
22	Human Sketeton Model	14	Each	
23	Meosis Model	14	Each	
24	Mitosis Model	14	Each	
25	Cell Model	14	Each	
26	Eye Model	14	Each	
27	Magnifying Glass	28	Each	
28	Science Table w/ Epoxy Resin Top	30	Each	
29	Swivel Stool with Backrest	60	Each	
SPED	INDEPENDENT LIVING CLASS			
1	TV - 27 in.	1	Each	
2	VHS/DVD Player	1	Each	
3	Sofa Set w/dining table	1	Each	
4	Twin bed set	2	Each	
5	Kitchen Table	1	Each	
6	Microwave	1	Each	
7	Rice cooker	1	Each	
8	Electric Range	1	Each	
9	Washing Machine	1	Each	
10	Dryer	1	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
ROTC				
1	American Flag Set	1	Each	
2	Color Guard Flag Harnest	4	Each	
3	Display Case	2	Each	
4	Guam Flag Set	1	Each	
5	PA System (Mixer-Amp, Speakers, Speaker Stands, Cables, Microphones)	1	Each	
6	Podiums	2	Each	
7	Saber Swords	4	Each	
8	Velvet Chain with stand	20	Each	
9	AV Carts 44"	2	Each	
10	TV - 27 in.	2	Each	
11	VHS/DVD Player	2	Each	
BAND/CHOIR				
1	Acoustic Piano (upright)	1	Each	
2	Bass Guitar	2	Each	
3	Bass Guitar Strings Set	2	Each	
4	Blessing Flute	2	Each	
5	Blessing Piccolo	2	Each	
6	Choir Shell Complete Set	3	Each	
7	Clarinet	2	Each	
8	Director Chair	1	Each	
9	Flutes	1	Each	
10	Guitar Strings Set (Acoustic)	10	Each	
11	Guitar Strings Set (Electric)	10	Each	
12	Keyboard Music Stand	2	Each	
13	Keyboard Speakers	2	Each	
14	Maracas	2	Each	
15	Music Chairs	35	Each	
16	Music Sheets Band (asst.)	1	Each	
17	Music Sheets Choir (asst.)	1	Each	
18	Music Stand	40	Each	
19	Orchestra Bells	1	Each	
20	PA System (Mixer-Amp, Speakers, Speaker Stands, Cables, Microphone)	1	Each	
21	Tuba (4/4)	1	Each	
22	Yamaha Tyros 2 Keyboard	2	Each	
23	Electric Keyboard w/amp & stand	1	Each	
24	Electric Keyboard Amp	2	Each	
25	Electric Bass w/amp	2	Each	
26	Electric Guitar w/Amp	2	Each	
27	Instrument Storage Cabinets	1	Each	
28	Carry/Storage Racks for Music Stands	4	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
PE/GYM				
2	5 Station/4 Stack Weight Station	1	Each	
4	Ball Carry Net	3	Each	
5	Ball Rack	3	Each	
6	Base (3 base set)	2	Each	
7	Basketballs	28	Each	
8	Batons, Alumnium Relay	10	Each	
9	Bats	10	Each	
10	Clipboards, Sports (Basketball, Soccer, Volleyball, Football)	6	Each	
11	Cone Cart	1	Each	
13	Dumbells with Portable Rack	1	Each	
15	Equipment Bag 24x36"	4	Each	
16	Fast Pitch Softball Pack	2	Each	
17	First Aid Kit, 58 pc Trainer Set	6	Each	
18	Flag Belt System	2	Each	
19	Flag Football Set velcro Blue	2	Each	
20	Flag Football Set velcro Green	2	Each	
21	Flag Football Set velcro Red	2	Each	
22	Flag Football Set velcro Yellow	2	Each	
23	Flat Bench	2	Each	
24	Flat Weight Bench	3	Each	
25	Football Official Size	20	Each	
26	Golf Bag Trolley	3	Each	
27	Golf Balls, Wiffle	3	Each	
28	Golf Club Set	3	Each	
29	Golf Ground Cups	3	Each	
30	Gym Mats, 6' x 12'	4	Each	
31	Hurdles, Handy Hurdles™	8	Each	
32	Indoor Soccer Goal	2	Each	
33	Measuring Tape	6	Each	
34	Measuring Wheel	6	Each	
35	Megaphone	6	Each	
36	8 x 4 Wall Mirrors	7	Each	
37	Olympic Barbell Set	2	Each	
38	Outdoor Soccer Goal	2	Each	
39	Pinnies, 30 Pack	2	Each	
40	Plate Rack	2	Each	
41	Portable Basketball System	2	Each	
42	Portable White Board	6	Each	
43	Referee Stand	2	Each	
44	Rugby Ball	10	Each	
45	Safety Cones 15"	12	Each	
46	Safety Cones 18"	24	Each	
47	Safety Cones 28"	12	Each	
48	Safety Cones 48"	10	Each	
49	Score Board	2	Each	
50	Shower Curtain	10	Each	
51	Soccer Goal Net	2	Each	
52	Soccer Goal Post	2	Each	
53	Soccerballs	24	Each	
54	Softball Bases	4	Each	
55	Softball Class Pack, Secondary. Include Balls, Gopher Sport	1	Each	
56	Stationary Bike	2	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
57	Stopwatch	6	Each	
58	Table Tennis	2	Each	
59	Table Tennis Balls, Pack of 144 pcs	2	Each	
60	Table Tennis Paddle	6	Each	
61	Tennis Balls	4	Each	
62	Tennis Net	2	Each	
63	Tennis Raquets Asst.	6	Each	
64	Timer	1	Each	
65	Treadmill	2	Each	
66	Tug-of-War Rope	2	Each	
67	Universal Gym (leg press, arm, laterals, etc)	1	Each	
68	Volleyball Net	2	Each	
69	Volleyball Net, Competition-Grade	2	Each	
70	Volleyball Standard, Portable	2	Each	
71	Volleyballs	24	Each	
72	Weight Bench	2	Each	
73	Weight Bench	2	Each	
74	Wrestling Mat 10 x 10	4	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
75	Washer	1	Each	
76	Dryer	1	Each	
86	All-Terrain Equipment Wagon	1	Each	
87	All-Terrain Ball Master Rack	1	Each	
88	Utility Cart w/Cabinet (Blue)	2	Each	
89	30-Pedometer	2	Each	
90	8.5" dia Set Utility Balls – Set of 6	1	Each	
91	40" dia Omnikin Ball/Bladder	1	Each	
92	Archery Storage Cart	1	Each	
93	Bear Target Armguard	30	Each	
94	Bear Shooting Tab	30	Each	
95	36" Self-Healing Ethafoam Target	6	Each	
96	Roll-Away Target Stand	6	Each	
97	28"L Arrows (Set of 72)	1	Each	
98	30"L Arrows (Set of 72)	1	Each	
99	Package w/ 48"H Backboard (Forest Green Padding)	2	Each	
100	Bison Locking Ball Cart (Blue)	1	Each	
101	Rainbow Cyclone Basketballs, Size 6 (Set of 6)	1	Each	
102	Rainbow Cyclone Basketballs, Size 7 (Set of 6)	3	Each	
103	Fiberglass Stackable Benches – Yellow	6	Each	
104	Rainbow Set Half-Cones (Set of 36)	1	Each	
105	Storage Caddy	1	Each	
106	25 lb Capacity Dry Line Marker	1	Each	
107	English Measuring Wheel	1	Each	
108	Health-O-Meter FloorScale	1	Each	
109	UltraFit ClassStep Fitness Steps (Set of 26)	1	Each	
110	ClassStep Cart	1	Each	
111	Folding Goal w/ Net	2	Each	
112	Size 4 Rainbow Set	2	Each	
113	GOPHER Performer Plus Size 5 Official	12	Each	
114	Team Croquet	1	Each	
116	Mat Transport Carts 58"L x 22"W Cart, 30 lb	3	Each	
117	Tumbling Mats, Embassy Vinyl 6' x 12', 45 lb, Velcro on 2 ends,	10	Each	
118	Mat Mover	2	Each	
119	AAI Graphite Parallel Bars	1	Each	
120	48"L x 24"W x2"-12"H, Wedge, Blue	1	Each	
121	AAI Junior Coil Board	1	Each	
122	Vaulting Buck	1	Each	
123	Alumaflex Competition Balance Beam	1	Each	
124	6x15.5x12cmv4 Balance Landing Mat	1	Each	
125	Universal Transporters	1	Each	
126	Deluxe Heavy-Duty Electric Inflator	1	Each	
127	0.5 hp Inflator/Deflator	1	Each	
128	Softcrosse Set, 12 Sticks, 12 Balls	2	Each	
129	Right Throw	24	Each	
130	Left Throw	12	Each	
131	Diamond 12RFPSC	24	Each	
132	All-Terrain Lockable Totemaster	1	Each	
133	DOM Clear Paddle	24	Each	
134	Body Ball Game	1	Each	
135	Rainbow Set of Large (36"L x 24W") Mesh Bags – Set of 6	1	Each	
136	Hi-Lo Scoop set	12	Each	
137	Pull-out bleachers for 1000 seatings	1	Each	
Weight Room				

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
143	Olympic Weight Set (Gray Plates)	1	Each	
145	Tricep Rope	1	Each	
146	Tricep Bar	1	Each	
147	Power Source Smith Machine with Counter-Balance System, Gray	1	Each	
148	Adjustable Flat/Incline/Decline, Bench, Gray Frame, Dark Green	1	Each	
149	Weight Pins	24	Each	
150	Spring Collars	24	Each	
151	Plate Set w/Rack	1	Each	
Dance Room				
155	Storage Cabinet 30" x 15"x 66"	2	Each	
156	Califone PowerPro Deluxe PA.Music System capabilities)	1	Each	
157	Utility Cart w/Cabinet (Blue)	1	Each	
Baseball/Softbal Field				
1	MP-5 Fast Pitch SB Mobile Trainer [MP5-761-104]	1	Each	
2	X-tender Batting Cage 72'x12'x12' [TS-XT799]	1	Each	
Girls & Boys Lockerroom				
1	12"D Six Tier Ventilated Locker, Triple-Wide, Unassembled (grey)	18	Each	
Mens PE Office				
Girls PE Office				
INFORMATION TECHNOLOGY	MIS Network Room			
1	CyberServer 8015C-TB 1U Quad Intel Xeon Server	1	Each	
2	Blade Server Quad Core Blades	1	Each	
3	SAN - Storage Area Network, with at least 2 Terabytes of storage	1	Each	
4	Computer System	2	Each	
5	Laptop System	1	Each	
6	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	1	Each	
7	Gigabit Switches	150	Each	
8	Server Rack - APC NetShelter AR3157 48U Rack	2	Each	
HOME ECONOMIC				
1	Folding Table, Blow Molded Top	4	Each	
2	Refrigerator	1	Each	
3	Washing Machine	1	Each	
4	Dryer	1	Each	
5	Sewing Stations Complete	20	Each	
Amphitheater (Court Yard)				

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
1	HDJ S-550 Package Sound Equipment Item #: S-550-PACK Complete with: Stanton S-550 2U Dual CD Player Gemini MM-01 4-Channel Stereo Mixer PD-8 Power Center Hollywood DR-306 Wireless Mic System Naxa NX-916 Headphones Odyssey FR1003 Rack Case	1	Each	
FINE ARTS PHOTOGRAPHY				
1	Digital Camera	20	Each	
2	Computer System	3	Each	
3	Printer & Scanner	5	Each	
4	Storage Cabinet 30x15x66	2	Each	
5	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	2	Each	
FACULTY WORK AREA				
1	Table, Adjustable Height, 30" x 72"	6	Each	
2	Refrigerator	1	Each	
3	Microwave	1	Each	
4	Storage Cabinet 30x15x66	2	Each	
5	Die Cut	1	Each	
6	Paper Dispenser (Butcher Paper Rack)	2	Each	
7	Paper Shreddar	1	Each	
8	Laminating Machine	1	Each	
9	Paper Trimmer	2	Each	
10	Stackable Chairs	12	Each	
MAIN OFFICE				
1	2 Drawer Filing Cabinets	10	Each	
2	2 Way Radios	32	Each	
3	4 Drawer Filing Cabinets	8	Each	
4	Lenox Series Two Chairs w/Connecting Center Table, L2111G5 by Lesro	28	Each	
5	Computer System	12	Each	
6	Laptop System	2	Each	
7	Display Case	4	Each	
8	Paper Shreddar	1	Each	
9	Printer & Scanner	2	Each	
10	Round Steel Wastebasket, 20 Ga	16	Each	
11	Table, Adjustable Height, 30" x 72"	4	Each	
12	Analog/VOIP Business Telephones for all offices & classrooms	151	Each	
13	PBX Network Equipment for phone system & internet (Cisco switches, Shoregears Intel)	6	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
PRINCIPAL				
1	The Corsica Veneer Conference Room Furniture features elegant lines with excellent durability AA-grade North American hardwood veneers Hand selected veneer to ensure matching grain patterns Surface protected with two-coats of high-tech catalyzed lacque	1	Each	
2	High-Back Executive Leather Chair [B7501-FS-BOSS]	12	Each	
3	Embassy Executive Desk Set [60850-FS-BS]	1	Each	
4	HON 700 Series 42" W Lateral Files w/Storage	2	Each	
5	Laptop System	1	Each	
6	Multi Media Projectorr	1	Each	
7	Document Camera	1	Each	
8	Printer & Scanner	1	Each	
9	Stackable Chairs	10	Each	
ASSISTANT PRINCIPALS	Discipline, Curriculum, Attendance, SpEd	FTE=4		
1	Boat Shape Conference Table	2	Each	
2	High-Back Executive Leather Chair [B7501-FS-BOSS]	24	Each	
3	Embassy Executive Desk Set [60850-FS-BS]	4	Each	
4	HON 700 Series 42" W Lateral Files w/Storage	4	Each	
5	Letter Size 2 drawer 514CP	8	Each	
6	Megaphone	4	Each	
7	Laptop System	4	Each	
8	Multi Media Projector	4	Each	
9	Document Camera	1	Each	
10	Printer & Scanner	4	Each	
11	Stackable Chairs	32	Each	
12	Whiteboards 4x6	4	Each	
COUNSELORS				
1	2 Drawer File Cabinet	8	Each	
2	4 drawer lateral file in charcoal "(36"w X 19 ¼"d X 53¼"h.) Hon Catalog pg. 166	12	Each	
3	Teacher Chair	2	Each	
4	Teacher Desk	2	Each	
5	Whiteboards 4x6	9	Each	
ADMIN OFFICER				
1	2 drawer File Cabinet	2	Each	
2	4 Drawer File Cabinet	2	Each	
3	Binding Machine System	1	Each	
4	Cash Box	2	Each	
5	Electronic Safe	1	Each	
6	Key Box Storage, Hold 240 Keys, #k-240	2	Each	
7	Paper Shreddar	1	Each	
8	Storage Cabinet, Metal 36x18x72, #FH-183	2	Each	
9	Teacher Chair	2	Each	
10	Teacher Desk	2	Each	
11	Whiteboard	1	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
12	Printer & Scanner	1	Each	
COMPUTER OPERATOR OFFICE				
1	School Management System Storage Area Network Server (Core Blade with SAN)	1	Each	
2	Printer & Scanner	1	Each	
3	Surge Protectors	4	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
NURSE'S OFFICE				
1	4 Drawer File Cabinet	15	Each	
2	Balance Beam Scale	1	Each	
3	Biohazard Waste Disposal	2	Each	
4	BMI Scale, SECA 703 Electronic Measuring Station	2	Each	
5	Emergency carts, Medical Supply #73449	1	Each	
6	Exam Light	2	Each	
7	First Aid Couch	4	Each	
8	Folding Portable Curtain	2	Each	
9	Narcotics Cabinet	2	Each	
10	Oto/Ophthalmoscope Set	1	Each	
11	Refrigerator	1	Each	
12	Sphygmomanometer (Blood Pressure Cuffs)	2	Each	
13	Steel Step-On- Can, 12 Gallon	1	Each	
14	Steel Step-On- Can, 24 Gallon	1	Each	
15	Stethoscopes, Sprague Rappaport-Type	2	Each	
16	Stretchers, Aluminum Break-Apart #JAS400	1	Each	
17	Thermometer	5	Each	
18	Towel Dispenser, C-Fold	2	Each	
19	Vision Screening Instrument	1	Each	
20	Water Dispensor (Hot, Cold & Room Temp)	1	Each	
21	Wheel Chairs	1	Each	
22	Crutches, Adjustable	8	Each	
CAFETERIA				
1	Cafeteria Table	22	Each	
2	Utility Cart	2	Each	
3	Teaspoon, Stainless Steel, Dozen	60	Each	
4	Dinner Fork, Stainless Steel, Dozen	60	Each	
5	Melamine Six Compartment Tray	600	Each	
6	Trash Cans	10	Each	
7	Mop Bucket & Wringer	1	Each	
8	6' x 4' Non-slip Rubber Mat for entrance way	6	Each	

JFK High School		Quantity	Unit	COMMENTS
Item No.	Item			
LIBRARY				
1	60 DIA x 29 in Brodart #60-850-000	3	Each	
2	Card Catalog Cabinets	3	Each	
3	CD/Cassetter Player	2	Each	
4	Library Automation Software, Book Bar Coder and Scanner	1	Each	
5	Circulation Desk System	1	Each	
6	Computer System	3	Each	
7	Overhead Projector Cart	3	Each	
8	Periodical Displayers	2	Each	
9	Portable White Board	1	Each	
10	Printer & Scanner	6	Each	
11	Projector - Overhead 3m	3	Each	
12	Round Folding Table	10	Each	
13	Georgia Chair Library Chair with Sled Base, 503-S by Georgia Chair	50	Each	
14	Table, Adjustable Height, 30" x 72"	4	Each	
15	Traditional Single-Sided Book Truck	3	Each	
16	Tripod Projector Screens	1	Each	
17	AV Carts 44"	16	Each	
18	TV - 27 in.	16	Each	
19	VHS/DVD Player	16	Each	
20	Library Reference Books	6	Each	
LIBRARY MEDIA CENTER				
1	Computer System	18	Each	
2	Computer Desk (Rectangular Work station 60"w X 24"d X 32.5"h)	6	Each	
3	Digital Camera	4	Each	
4	Multimedia Projector	1	Each	
5	Cam Corder, Panasonic Palm corder Mini DV Digital	1	Each	
6	Tripods for Video Camcorder	1	Each	
LIBRARY TECH				
30	2 Drawer File Cabinet	1	Each	
31	4 Drawer File Cabinet	1	Each	
32	Storage Cabinet	1	Each	
33	Teacher Chair	1	Each	
GENERAL CUSTODIAL EQUIPMENTS				
1	Trash Cans (at least 39 gallons)	20	Each	
2	Mop Bucket & Wringer	4	Each	
3	Platform Trucks (70"Length X 40 "Width)	2	Each	
4	Water Dispensor (Hot, Cold & Room Temp)	3	Each	
5	MEDI CAN STEP CAN, RED, PLASTIC LINER	10	Each	
6	enMotion Impulse Dispenser Blue	24	Each	
9	LevRMatic Roll Towel Dispenser	50	Each	

Construction of New John F. Kennedy High School
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)

TECHNICAL SPECIFICATIONS

Project No. 700-5-1020-L-TAM

Attachment "C"

I. BUILDING SYSTEMS, MATERIALS AND EQUIPMENT

The following descriptions and comparisons are organized by specification section. Civil, structural, mechanical and electrical discussions follow the architectural section.

Building construction shall be cast-in-place or pre-cast concrete or CMU for walls and cast-in-place or pre-cast concrete with monolithic concrete topping for floor or roof slabs.

A. Architectural

1. Miscellaneous Metals

Stainless steel or aluminum will be used to provide the best longevity for all exposed metals. Interior miscellaneous metals will be galvanized or prime coated steel.

2. Carpentry

Hardwood shall be used for finish carpentry such as casework, doors and trim. Casework will be wood veneer faced with plastic laminate counter tops. Interior wood blocking will be treated lumber.

3. Insulation

a. The model energy code allows an overall thermal value with an OTV not ot exceed 27.8 btu/sf. On this basis, a roof U-value of 0.10 (R-10) is adequate without any need for wall insulation.

b. Roof insulation will be placed inside the building to avoid the need to protect it from the elements. For spaces with ceilings, unfaced 2-1/2" fiberglass board insulation pin

impaled to the underside of the roof shall be used.

c. For conditioned Hallways without ceilings (exposed structure), spray applied cementitious insulation will be used.

4. Roofing

Roofing materials over concrete slabs will be fluid-applied urethane. A heavy-duty multithane roof coating, 65 mils thick (off-white color) shall be used or approved equal. Manufacturer will provide a 5-year warranty and shall be installed by a certified roof specialist.

5. Windows, Exterior Doors and Glazing

a. Exterior windows and louvers will be aluminum with a color polyester (Kynar) finish. Fire-rated interior openings will have steel windows

b. Exterior doors and frames will be aluminum. Interior doors will be solid core wood door with painted or veneer finish or aluminum doors and frames.

c. Exterior glazing will be laminated or tempered security glass. Provide typhoon shutters for exterior window and doors.

6. Floor Finishes

Unglazed ceramic tiles will be used at classrooms, multi-use room, library and administrative areas. The service kitchen, serving line area and entrance locations for the classroom building will be quarry tile. Toilet rooms floors will be ceramic tiles. Exposed natural concrete at the mechanical/electrical rooms, bulk storage and exterior walkways will be sealed with a penetrating sealer.

7. Exterior Wall Finish

Exterior walls finish will be fair-faced concrete with a paint finish. Paint will be 100% acrylic emulsion by manufacturers providing a tropical formulation.

8. Ceilings

Classrooms, administration, nurse's office and library ceilings and portions of the corridors will be 2' x 4' acoustical tile on metal suspension system. Conditioned areas with open ceiling shall be properly designed with appropriate exposed insulation, ductwork and lighting. Un-conditioned areas with open ceilings shall have clean concrete finishes.

9. Toilet and Restrooms

Floors non-skid ceramic tiles and walls will receive ceramic tiles. Lavatory counters will be concrete faced. Toilet partitions will be concrete.

10. Fire Protection

Portable fire extinguishers will be provided at each classroom, kitchen, other occupied areas, mechanical/electrical rooms and at exit ways. Fire extinguisher cabinets serving public areas will be at secure locations or in locked cabinets. Extinguishers will be 12-lbs.. multiple purpose dry chemical extinguisher (light hazard). Electrical room and mechanical rooms will have 10-lbs. bracket mounted multiple purpose dry chemical extinguisher. Extinguishers will be located within a maximum travel distance of 75-feet.

11. Signage

An exterior school identification sign shall be installed. Additionally, individual building and room identification signage will be specified.

B. Civil

1. Storm Drainage Systems

a. Runoffs considered in this design for disposal into percolation basins are from the developed area. Runoffs from undeveloped area of the properties will drain as is or remain on its present condition.

b. The site drainage system will utilize underground percolation fields below play and landscape areas, where appropriate. The design of these percolation fields are based on a 20-

year (5% exceedance) storm.

c. Surface runoffs will be collected by means of drain inlets or catch basins. Underground drainage pipes will be used to convey storm water from inlets to outlets. If needed, surface drainage swales and ditches will also be provided. These swales and ditches, if deemed necessary, will be either grass-lined, or provided with concrete lining or grouted rip-rap stones to prevent erosion.

d. Ponding Basins shall be used where suitable for the disposal of storm water on-site.

2. Water Service

a. Contractor shall verify closest waterline connection.

b. Contractor is responsible for the connection and upgrading of waterline to comply with GWA requirements.

4. Wastewater System Improvements

a. Contractor shall verify closest sewer line connection.

5. Drop-Off Areas (Bus and Car)

a. The project site must have entry and exit points. Appropriate pavement marking and signs must be provided to designate the intended flow of traffic within these drop-off areas.

b. Bus loading and unloading.

C. Structural Systems

1. Structural Design Criteria will be as follows:
U.B.C. - Uniform Building Code 2000
Building code Requirements for Structural Concrete (ACI 318-95)

a. Dead Loading

Normal Concrete Weight = 150 pcf

1. Double Tee Panel: Guam RMP Double Tees

a.	18" deep	Standard Unit	=	44 psf
		Composite Unit	=	82 psf
b.	44" deep	Standard Unit	=	74 psf
		Composite Unit	=	12 psf

2. Pre-stressed Plank Base Unit 3.5" thick = 43.8 psf
   Composite Unit = 81.0 psf
3. 8 inch CMU Walls = 65 psf
4. Waterproofing = 8.0 psf
5. Ceiling = 5.0 psf
6. Miscellaneous (Utilities) = 3.0 psf

b. Live Load

1. Classrooms = 40.0 psf
2. Roof Deck Live Load = 12.0 psf

c. Seismic Load

1. Design Base Shear

$V = ((Cv \times 1) / R\ T) \times W$

Cv = Seismic coefficient

I = Importance factor

R = Numerical coefficient representative of the inherent over strength and global ductility capacity of the lateral resisting system

T = Elastic fundamental period of vibration under consideration

W = Total seismic load

d. Wind Load

1. Velocity - 175 mph as defined by UBC Exposure C

2. Foundation

All footings shall rest on the natural compacted soil. Where soft soils are encountered, these will need to be removed and replaced with compacted coral fill.

3. Type of Construction in General.

The structural system can be in concrete masonry unit, cast-in-place, or pre-cast concrete. Contractor to submit design structural system including structural calculations.

4. Wall System

The vertical load resisting system must be composed of concrete bearing walls acting as shear walls. This is the primary lateral resisting element of the structure. The the bearing wall system also provides support of the gravity loads from the roof. Cast-in-place, pre-cast concrete or concrete masonry walls are provided in two orthogonal directions to resist any translation and torsional action imposed on the building.

A system of longitudinal and transverse cast-in-place or pre-cast concrete walls shall provide the lateral resisting element and the primary roof support. Transverse concrete walls at suitable locations will provide shear capability.

Special detailing must be provided for walls with openings.

For non-structural walls, use of reinforced concrete masonry construction or metal stud walls with fiber-cement wall-board and sound-proofing insulation may be provided.

5. Roof System.

Conventional cast-in-place system or pre-cast concrete with poured-in-place concrete topping.

D. Mechanical System

Mechanical system include air conditioning, ventilation, interior plumbing system and fire sprinkler system.

1. Air Conditioning Systems.

   Generally, systems will follow accepted industry practices as reflected in the latest issues of the American Society of Heating, Refrigerating, and Air–Conditioning Engineers (ASHRAE) handbooks.

   Systems will be air-cooled to eliminate the need for make-up water and water treatment systems.

   Split systems ducted for proper outside air requirements will be used at the Classrooms. The Cafeteria must utilize a package system located outside the building. Distribution duct work will be located above the ceilings except in areas with exposed ceilings.

   All exterior condenser units will be properly protected from damage, and where necessary enclosed with fencing and housing

2. Mechanical Ventilation.

   Mechanical Ventilation will be provided for all toilets, and other non-air conditioned enclosed spaces.

3. Interior Plumbing systems.

   Conventional soil, waste and vent piping system will be used, using DWV plastic piping.

   Water piping can be copper or chlorinated polyvinyl chloride.

   Drinking fountains must be provided

   Sinks must be provided in each classroom (as needed)

   ADA requirements must be provided at each toilet room

4. Fire Sprinkler System and Alarm system.

   All Existing fire alarm system must be connected to new alarm system verify existing condition for compatibility

E. ELECTRICAL SYSTEM.

Contractor to verify the existing distribution power lines and possible power connection points for the new school. The contractor will be responsible for the cost of the underground line extensions to service the school. Contractor is responsible for all upgrading to comply with GPA requirements:

1. Electrical Distribution

   Power service to the facility will be from an existing or new pad mounted transformer.

   Underground power service from the existing/new pad mounted transformer to automatic transfer switch the main switchboard to the emergency generator and also to the meter.

   Underground distribution to main distribution panel board. Existing buildings must be connected to the new electrical system.

   Distribution and branch circuit voltage will be:
   - •Distribution- 208/120 volts or 277/480 volts, 3 phase, 4 wire
   - •Power to major equipment - 208 or 480 volts, 3 phase
   - •Fluorescent and HID lighting- 120 or 277 volts
   - •Small Equipment and appliances - 208/120 volts
   - •Fluorescent task lighting at counters - 120 volts
   - •General purpose outlets - 120 volts

2. Lighting

   Exterior lighting must be post mounted energy efficient metal halide fixtures for parking and driveways. Pole/fixture assembly must be specified to withstand 175 mph winds with 1.1 gust factor. Wall mounted HID fixtures must be used around the building perimeter for security lighting. Ceiling mounted HID fixtures must be used for covered walkways. Exterior light control must have two levels of automatic switching, The "Night Light" (Security Light) which is "ON" from dusk to dawn and the "Curfew Light" which is "ON" from dusk to a pre-set time before dawn.

   Interior lighting fixtures must be energy efficient fluorescent and metal halide.

- General lighting applications must use luminaries with T8 fluorescent lamps and electronic ballast.

- For areas with high ceiling such as the Multi-use/Cafeteria and covered areas, metal halide or T5HO fixtures will be used.

- Exit lights to be provided at egress doors and corridors must be light emitting diode type with built-in emergency battery.

- Task lighting at counters must be provided using slim type fluorescent fixtures with switch control and will be mounted under the overhead cabinets.

- General illumination in classrooms, large offices and open areas will have at least three levels of switching to save energy when natural lighting is available.

- Interior walkways must have automatic curfew lighting and security lighting controls.

- Emergency lighting will be provided where required.

3. General Power

A minimum of four general use outlets will be provided in each classrooms. Outlets will be provided at ten (10) feet o.c. at offices. Outlets located outdoors and in wet locations will be weatherproof type with ground fault protection. Outlets in corridors will be heavy duty type.

Power outlets for computers will be isolated type with outlets in each general classrooms, and the library, one outlet per computer station in computer lab and in office areas.

4. Communication Systems

- Telecommunications provisions underground conduit will be provided from the GTA service pedestal to the telephone terminal board. Underground system will be provided from the terminal board to the telephone cabinets to individual outlets. Instruments,

cables, and wires will be by GTA under separate contract with the government. Telephone outlets will be provided in offices, lobby, conference rooms, classrooms, and work areas.

- Public address/intercom system, clock and program bell provisions and intercom station will be provided in each classroom and office. Interior and exterior speaker system. master clock (equipment must be located in the administration area. Digital ss lave clocks in each classroom, office, library, cafeteria, and work areas. Local area network (LAN) system provisions empty raceway system will be provided for LAN cables. Minimum of one LAN outlet must be provided for in each classroom, offices, cafeteria, library, and nurse station.

- Television system provisions conduit with pullwire for television service from pedestal to main TV cabinet. Cable television distribution from Main distribution frame (MDF) via underground conduit system to the library. Cable television outlets must be provided in each classroom.

5. Fire Alarm System

   The fire alarm system must be automatic/manual system with audio/visual alarms throughout the facility. . The fire alarm system will be an addressable analog type. Visual alarm will be provided in each public toilet. Smokesmoke detectors will be provided where required. Heat detectors will be provided in mechanical rooms. Duct smoke detectors must be provided where required.

6. Emergency Back-Up Power

   Provide emergency back-up generator, automatic transfer switch with concrete housing, spill containment.

   Emergency Generator must have the same load capacity as the main distribution panel, with 3-days minimum capacity of diesel fuel.

7. All Lighting System

   All lighting, electrical & mechanical equipment must be all energy efficient and must meet Guam Energy Code.

Construction of New John F. Kennedy High School
Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)

TECHNICAL SPECIFICATIONS

Project No. 700-5-1020-L-TAM

Attachment "D"

I. SITE DEVELOPMENT FOR CONSTRUCTION OF NEW JOHN F. KENNEDY HIGH SCHOOL (FDDBML)

The following must be considered when developing the preliminary high school layouts for Guam Public School System:

•**Academic Support Areas**: Space such as libraries, teacher workrooms, and computer labs should be located near or within classroom arrangements.

•**Community Use:** the use of public schools by the community is a major issue that affects school layouts in Guam. The facilities most frequently used by the public are:

1. Cafeterias
2. Outdoor Gathering Areas (amphitheaters, covered stadiums, covered courts)
3. Aesthetic Fields and Court Sports

These facilities should be located near visitor and event parking areas. Security is also an issue; making school facilities more available to the public also makes them more vulnerable to vandalism. In the model conceptual plans, each site is organized so that facilities used by the public separate from the remainder of the campus.

Classrooms industrial arts facilities may be used for adult classes. One of the advantages of using courtyard buildings is that individual buildings can be opened after-hours to the public while keeping other academic facilities securely gated.

•**Classroom Arrangements**: Developing smaller clusters of classrooms that are organized around a landscaped courtyard reduces the institutional feeling of a school and creates a more child-scaled environment. Clusters can be organized by grade level, academic subject, or learning teams. Educational programs can also affect classroom arrangements.

•**Energy Use:** Classrooms can be sited to allow controlled lighting conditions (a north/south orientation) and reduced air conditioning costs. Landscaping can also be used to reduce air conditioning costs in classrooms and other areas.

•**General Support Areas**: Administrative offices, dining halls, and auditoriums are areas that can be located away from classrooms, and closer to visitor parking areas. Along with some athletic facilities, these are often spaces visited or used by parents or the public. They should be located in areas accessible to the public, such as locations are near visitor parking lots, public roads, and public walkways.

•**Landscape and Open Space**: Shaping the land, especially near elementary school classrooms, extends the learning environment to the outside of the building. Classroom can be sited around a landscape courtyard, creating more a child-scaled environment in a larger school. Trees can also be used to create attractive pedestrian walkways, provide shade for buildings or play areas, screen undesirable views, and control harsh winds by creating windbreaks. Landscaping a portion of the outdoor areas with large trees makes them liveable in a tropical climate. If it is not possible to afford all landscaping up-front, than develop a landscape master plan that can be implemented overtime. The landscaping portion of a project usually will be less than 10% of the overall site-planning budget.

•**Legal Requirements:** Legal or regulatory requirements that may affect site layouts include zoning standards (setbacks, maximum site coverage, height limits, etc.) fire lanes, fire codes and ADA requirements.

•**Lighting:** for both safety and security reasons, provide lighting in all school areas that will be used during evening hours.

•**Mechanical Systems**: The preference for mechanical systems arrangement and configuration is for a decentralized system. Provide space within or near each courtyard building for mechanical equipment that services that area.

•**Physical Education and Athletics**: Athletic fields require large areas of relatively flat land. Outdoor athletics activities are often noisy, and should be located away from classrooms; if used for marching band practice, locate away from residential areas. In order to maximize flexible use of fields by coaching staff, place them together whenever possible. Athletic spaces that are used for games, which the public attends, should be easy to find and placed near visitor or event parking lots.

•**Parking:** Locate parking lots in areas with easy access to local streets. However, it is not desirable to locate parking lots in areas where they dominate public views to the school. Develop a landscape buffer between parking lots and other uses.

•**Pedestrian Walkways:** Campus layout should create safe, walkable campus environments. Pedestrian walkways that connect the primary academic facilities

are kept away from vehicular roads, and other pedestrian connections keep conflicts to a minimum. Whenever possible, create a pedestrian link between the school entry and public walkways or nearby public facilities. A clear, organized, and spacious walkway system helps to orient users and create a well-functioning environment. Walkways are often social gathering areas for students and teachers; provide shade trees and seating areas along them. Because of Guam's frequent rains, all major walkways should be fully covered. Design service roads and pedestrian walkways near athletic fields for dual use by pedestrians and service/emergency vehicles.

•**Social Needs:** Often, areas that are not designated for specific classroom activities are overlooked in school planning programs. These include conference rooms, teacher/parent meeting rooms, faculty meeting areas, and small to large gathering areas for students. School programs should be modified whenever possible to meet social needs.

•**Vehicular Traffic:** It is important to provide a substantial, on-campus area for the drop off and pickup of students by either bus or private auto. Ideally, students should be able to exit from the right hand side of the car onto a pedestrian walkway that leads to school facilities. For safety reasons, locate vehicular roadways away from school activity areas. If it is necessary to route service roads or fire lanes through or near the center campus, then limit deliveries to off-hours. If possible, locate faculty and staff parking lots away from the visitor lot and student drop off and pickup traffic; this allows teachers to avoid the heavy traffic associated with before and after-school activities.

Architectural Styles

There are many types of architectural styles appropriate for Guam's schools. Because of the island's tropical climate, sloped roofs and wide roofs overhangs are recommended.

Gates and Security

Security is a major issue for Guam's schools, and gates and fences often play a strong role in developing the physical character of a campus. This is especially true at public entries, public street edges, and campus interior locations where gates and fences either present a welcoming or unfriendly image for students, parents, and the public. Although security is an important issue, fences and gates or walls similar to those used at Tamuning Elementary School produce a positive image while maintaining security. When it is necessary to use metal-mesh fences in public areas, Provide security lighting along side and rear perimeter walls, and

keep a cleared area near the fence or wall for security reasons.

One of the best ways to keep a campus interior secure is to locate classroom, library, and cafeteria windows so that faculty and staff can observe outdoor activity areas. For courtyard layouts, keep interior courtyard windows large and limit exterior perimeter openings to high windows or louvered vents.

CONSTRUCTION OF NEW JOHN F. KENNEDY HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDBML)

SUPPLEMENT TO FINAL CONTRACT TECHNICAL SPECIFICATIONS

PROJECT NO. 700-5-1020-L-TAM

FELIX P. CAMACHO
Governor of Guam

Prepared by:

Department of Public Works
Government of Guam

September 01, 2010

APPROVED BY:

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Director
Department of Public Works

NERISSA B. UNDERWOOD, Ph.D.
Superintendent
Guam Department of Education

JOHN R. AHERN
President - CaPFA Capital Corp. 2010A

MIGUEL C. BORDALLO
Vice President – International Bridge Corp.

CONSTRUCTION OF NEW JOHN F. KENNEDY HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDBML)

SUPPLEMENT TO FINAL CONTRACT TECHNICAL SPECIFICATIONS

PROJECT NO. 700-5-1020-L-TAM

FELIX P. CAMACHO
Governor of Guam

Prepared by:

Department of Public Works
Government of Guam

September 01, 2010

APPROVED BY:

ANDREW LEON GUERRERO
Director
Department of Public Works

NERISSA B. UNDERWOOD, Ph.D.
Superintendent
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Vice President – International Bridge Corp.

John F. Kennedy High School - FDDBML Project

Items included in scope of work:

1. Full service cafeteria: includes full service kitchen and expanded building size to accommodate kitchen; kitchen to be used for on-site meal preparation as well as support to GCC foodservice classes. In addition, GPSS has indicated that the larger space could be used for study-hall or combined class activities when teachers are absent, using removable partitions. With regards to the use of a full-service kitchen, GPSS has indicated that they have retained their kitchen staff and currently use them during emergencies to handle food preparation at other facilities, and that they may be mobilized for duty at any time.

2. Increase gymnasium size: this item was intended to provide additional space within the gymnasium for a stage and additional athletic equipment storage. Storage space was required because the RFP requirement to have storage space underneath the bleachers would not have been possible with pull-out type bleachers needed to maximize floor space within the gymnasium for instructional use, as opposed to event use.

3. Upgrade sports/baseball fields, including lighting, dugouts and bullpen (fence/netting): this item was added to provide for improvement of the existing baseball fields which are only equipped with backstops. The original RFP did not detail any improvements to this substandard facility within the campus and GPSS requested that the facility be brought up to athletic standard for educational and interscholastic athletic use.

4. Renovate bathrooms and add locker rooms at football field: This item addresses a code issue which was not contained in the original RFP. The electrical panels are installed and operated in an unsafe environment (bathroom/shower room) which would be of concern with regard to building code requirements. This item would alleviate those concerns by providing renovations to the bathrooms to separate the electrical panels, and move locker areas to a new area to provide the needed space for such renovations. If the facility was left as is, the locker and showers could not be used by students or teams, and they would have to use facilities located at the main campus.

5. Modify football field lighting: This item provides for modifications to existing lighting, which is not performing currently to GPSS requirements. The proposed work include switching and lamp modifications will allow more flexibility in the use of the facility for practice and competitions, enabling reductions in GPSS annual energy costs.

6. Relocation of GCC classrooms (for preferred location of book storage): GPSS has indicated its preferred location for book storage facility is to be in the existing GCC classroom buildings. This item includes the work required to construct and relocate specialty classrooms for GCC to the lower campus (annex area) and convert the existing classrooms into the book storage facility.

7. Additional windows for clerestory at gymnasium: This item was requested by GPSS to maximize use of natural lighting within the gymnasium and reduce energy costs. It includes increasing the number of windows from what was proposed in the original design submitted with our response to the RFP.

8. Sliding glass doors for lower level classrooms: This item was a result of design coordination with GPSS for ground floor / courtyard classrooms which may have outdoor teaching components. It includes the addition of sliding glass doors in lieu of one operable window to facilitate transit of students from inside the classroom to outdoors, and also for possible display of artwork, etc. Larger typhoon shutters would also be included.

9. Concrete benches for first floor under 2nd floor exterior walkway: The original proposal included outdoor courtyard seating along the circular concrete steps within the courtyard. GPSS requested additional concrete benches beneath the 2nd floor exterior walkways for shaded seating in addition to the above. This item includes labor and materials to construct and install pre-cast concrete benches for this purpose.

10. Design contingencies: This item includes additional design costs associated with the applicable items above.

11. SPED relocation and temporary offices: The original proposal calls for Special Education classrooms within the facility. Our proposal consolidated the SPED classrooms for design efficiency and cost savings. GPSS has indicated that the SPED classrooms should be interspersed throughout the facility in order to avoid any discrimination issues. This item provides for the relocation of the classrooms to various parts of the main campus, and the attendant extra costs for extending utilities to service these classrooms. This item also includes the costs for temporarily relocating the current SPED operations in the existing Annex building for the term of construction in order to undertake the required construction and renovation. GPSS has required that this temporary location be provided as SPED operations were not considered or addressed in the original RFP. It is the intent that GPSS would own this facility and it would be transported to a site of their choosing upon completion of the permanent facility.

12. Indirect Costs: this item covers extended overhead and indirect cost items for the anticipated construction period needed for these additional items beyond the original 9-months in the RFP.

EXHIBIT B

ACQUISITION PRICE AND PROJECT COST BREAKDOWN

Total Hard Project Cost	**$**	**45,200,000.00**
Labor, Services and Subcontracts	$	13,902,000
Materials and Freight	$	18,475,000
Equipment	$	5,205,000
Design & General Expenses	$	1,311,000
Fee, Insurance, Bond and Taxes	$	6,307,000
Total Soft Project Cost	**$**	**19,529,721.05**
Capitalized Interest and Reserves	$	10,571,385.42
Bond, Finance, Legal and Consulting Costs	$	4,196,235.63
Const. Mgmt., Development and Builders Risk	$	4,547,100.00
Pre-Funded FY2011 Additional Rental	$	215,000.00
Total Project Cost	**$**	**64,729,721.05**

INSURANCE AND MAINTENANCE AGREEMENT

dated as of August 1, 2010,

by and among

CAPFA CAPITAL CORP. 2010A
a Florida not-for-profit corporation,
Lessor,

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM,
Lessee,

INTERNATIONAL BRIDGE CORPORATION
an Ohio corporation,
Maintenance Contractor,

and

U.S. BANK NATIONAL ASSOCIATION,
Trustee

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THIS INSURANCE AND MAINTENANCE AGREEMENT (this "Agreement") is entered into as of this first day of August, 2010, by and among CAPFA CAPITAL CORP. 2010A ("Lessor"), the DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM ("Lessee"), INTERNATIONAL BRIDGE CORPORATION, as initial maintenance contractor ("Maintenance Contractor"), and U.S. BANK NATIONAL ASSOCIATION, as trustee pursuant to the Trust Agreement (as defined herein) (the "Trustee").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a Lease Agreement, dated as of August 1, 2010 (the "Lease Agreement");

WHEREAS, pursuant to the Lease, Lessor will construct a high school (the "Facility") and lease the Facility to Lessee;

WHEREAS, under the Lease Agreement, Lessor has undertaken certain obligations with respect to the insurance and capital maintenance of the Facility, and Lessor and Lessee wish to contract with Maintenance Contractor to fully perform such obligations;

WHEREAS, Maintenance Contractor, in consideration of the compensation herein provided, is prepared to perform the required services and fully and timely perform and discharge such obligations;

WHEREAS, this Agreement, together with the Project Development Agreement, dated as of August 1, 2010, by and between Lessor and International Bridge Corporation, as developer, constitutes the "Contract" as that term is defined in Chapter 58A of Title 5 of the Guam Code Annotated; and

WHEREAS, Lessee has agreed to make annual rental payments to Lessor, and Lessor has assigned these payments to the Trustee, as Trustee under the Trust Agreement, dated as of August 1, 2010 (the "Trust Agreement"), by and between Lessor and Trustee, pursuant to which the Trustee has executed and delivered the CaPFA Capital Corp. 2010A Certificates of Participation (Department of Education--John F. Kennedy High School Project), Series 2010A (the "Certificates") in order to finance the Facility;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; TERM

1.1 Definitions. All capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Lease Agreement.

1.2 Term of Agreement. The rights and duties of Maintenance Contractor under this Agreement shall commence upon the issuance by the Department of the certificate of occupancy with respect to the Facility, and shall end upon the expiration or termination of the Lease Agreement. The obligations of Lessor to make the payments and reimbursements set forth

herein begin when the rights and duties of Maintenance Contractor begin, but will survive the termination of the Lease Agreement, provided that no additional charges will accrue hereunder (other than interest and, if applicable, default and collection fees) after the termination of the Lease Agreement.

ARTICLE II

DELEGATION OF INSURANCE AND CAPITAL MAINTENANCE RESPONSIBILITIES

2.1 Delegation. Lessor hereby delegates to Maintenance Contractor its duties to provide for the capital maintenance and insurance of the Site and the Facility and the payment of taxes with respect thereto, pursuant to Articles VI, VII and VIII of the Lease Agreement to the extent herein provided. Lessee hereby consents to such delegation. In consideration of the payments and reimbursements herein provided, Maintenance Contractor hereby accepts such delegation.

2.2 Powers of Maintenance Contractor. Maintenance Contractor shall have all the powers necessary to carry out its duties and responsibilities under this Agreement, including but not limited to the following:

(a) To engage the services of contractors or other employees or agents and to pay to said persons a reasonable compensation therefor.

(b) To insure, repair, perform capital maintenance on, and otherwise deal in and with, real and personal property of every kind and character that was constructed or installed by Lessor, located on the Site or used in connection with the Facility in accordance with the Scope of Work in Exhibit A.

(c) To deal in and with the Facility including but not limited to buildings and other structures; classrooms; gymnasiums; tennis, volleyball and basketball courts; soccer, softball, baseball and football fields; playgrounds and other athletic facilities; cafeterias; offices; language laboratories; scientific laboratories, equipment and safety devices; conference rooms; roads, walkways, streets, and pedestrian paths; parks, open spaces, gardens, common areas and public areas; amphitheaters and other public entertainment areas; utility lines and systems; outdoor lighting systems; landscaping, including without limitation plants, trees, shrubs, and grass; and such improvements and equipment as may be appropriate for use in connection with Maintenance Contractor's duties under this Agreement.

(d) Subject to applicable law, to delegate by written agreement to one or more contractors any or all of Maintenance Contractor's powers, duties and responsibilities referred to in this Agreement, provided, that no such delegation shall relieve Maintenance Contractor of its duties and responsibilities hereunder.

(e) To pay all costs imposed by, associated with, or incurred as a result of federal or Guam laws, rules, or regulations, including without limitation taxes (if any), costs of studies, consultants' fees and costs, and performance costs.

(f) To do everything necessary, suitable, convenient, or desirable for the accomplishment of any of the purposes, the attainment of any of the objects, or the furtherance of any of the powers set forth in this Agreement, either alone or in connection with other corporations, firms, or individuals, and either as principal or agent, and to do every act or thing incidental or appurtenant to, or growing out of, or connected with any of the aforesaid objects, purposes, or powers.

2.3 Obligations of Maintenance Contractor. To fulfill the duties accepted by it pursuant to Section 2.1, Maintenance Contractor shall:

(a) from and after the issuance of an occupancy permit for the Facility, provide for the capital maintenance, repair, and replacement of the Facility as set forth in the Scope of Work attached hereto as Exhibit A;

(b) from and after the issuance of an occupancy permit for the Facility, obtain insurance for the Facility of the type and in the coverage amounts set forth in Section 7.01(b) of the Lease Agreement and Article IV;

(c) rebuild and repair the Facility following damage or destruction thereof or a permanent taking by the power of, or a power in the nature of, eminent domain or by an action or deed in lieu of condemnation, as set forth in Article IV; and

(d) prepare, adopt, amend and disseminate Budgets from time to time as set forth in Article III.

Maintenance Contractor shall not be obligated to provide routine maintenance, security services, custodial services, waste collection, or landscaping services to the Site.

2.4 Governmental Successor. Maintenance Contractor may, in its discretion, turn over any of its powers and duties hereunder to a governmental entity that is willing to accept and assume the same under the terms and conditions of this Agreement; provided that Maintenance Contractor shall provide Trustee with written notice of such successor.

ARTICLE III

MAINTENANCE CONTRACTOR'S COMPENSATION, BUDGETING AND REIMBURSEMENT

3.1 Maintenance Contractor's Compensation. Maintenance Contractor shall be entitled to reimbursement for all expenditures made hereunder and compensation for its services as set forth in the annual budget as defined in 3.2. Notwithstanding any other provision of this Agreement, such compensation shall include, and Lessor shall be obligated to pay Maintenance Contractor, reimbursement to Maintenance Contractor of all insurance premiums payable pursuant to Section 2.3(b) and all expenses incurred pursuant to Section 2.3(c). Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any obligation hereunder if it has not been paid compensation as provided for herein. Without limiting the generality of the foregoing, Maintenance Contractor shall have no obligation to make any payment described in Sections 2.3(b) or 2.3(c) if it is not assured of

reimbursement therefor. In any given lease year, Lessor will not be required to reimburse Maintenance Contractor for costs, including emergency expenditures as described in Section 3.5, if sufficient funds for such reimbursement are not available in either the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as the case may be. Lessor shall take actions as described in this Article III, to include any valid and unreimbursed costs of the Maintenance Contractor in the subsequent year's budget.

3.2 Preparation of Budget. For each Term, commencing with the Term beginning on December 2, 2012, Maintenance Contractor shall, not later than sixty (60) days prior to the beginning of the Fiscal Year in which such Term commences, prepare a Budget for such Term (including a reasonable allowance for contingencies) (the "Budget"). The Budget shall set forth a detailed estimate of all costs to be incurred with respect to this Agreement and a schedule of cash advances to be made by Maintenance Contractor. The Budget shall also provide for up to $389,500 in each year to be deposited to the Capital Replacement Reserve (the balance of which is not to exceed $1,947,000). In addition, the Budget shall provide for a $60,000 allotment in each year for unscheduled repairs, including, for example, repairs needed as a result of vandalism. The Budget for the Initial Term has been approved by Maintenance Contractor, Lessor and Lessee and is attached hereto as Exhibit C.

3.3 Approval of Budget. Maintenance Contractor shall submit the proposed Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved the Budget unless, within 30 days after the date the proposed Budget is submitted, Lessor or Lessee provides to Maintenance Contractor with a written list of specific items in the proposed Budget to which such party objects together with its reasons for objecting. If either such party objects for any reason, including inability to pay any required Additional Rental in the amount budgeted for the Fiscal Year, Maintenance Contractor shall prepare and submit to Lessor and Lessee a revised Budget within 15 days of receipt of the objection. If Lessor, Lessee and Maintenance Contractor are unable to agree on the Budget for any year, the dispute shall be resolved as set forth on Exhibit B. Lessee's approval of a Budget shall constitute agreement to pay Additional Rental from Available Funds in such additional amount as shall be sufficient, together with the originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) under the Trust Agreement to pay the amounts provided in such Budget; provided, however, that expenditures from the Capital Replacement Reserve shall be subject to Lessee approval (by written approval of the Superintendent of the Department of Education or another person designated in writing by the Superintendent). In the absence of an Event of Default under the Lease, Lessor's approval of Budgets shall be based solely on the sufficiency of amounts available under the Trust Agreement to pay the amounts provided in such Budget. When each annual Budget has been approved or deemed approved pursuant hereto, the Maintenance Contractor shall promptly submit a copy of the Budget to the Trustee.

3.4 Reduction of Services. If Lessor or Lessee objects to the proposed Budget because of an inability to pay for all budgeted services, Maintenance Contractor shall prepare a revised Budget in which total costs for the Fiscal Year do not exceed the $1,568,000 originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) or such larger amount as shall be approved by the Lessor and Lessee. Maintenance Contractor shall consult with Lessee

concerning which services, if any, to reduce or eliminate in the revised Budget. If this Section 3.4 is applicable due to an objection by Lessor or Lessee, Maintenance Contractor may provide in the revised Budget for the reduction or elimination of any of the services otherwise required to be provided by Maintenance Contractor under this Agreement. Maintenance Contractor shall submit a revised Budget to Lessor and Lessee within 10 days of the date Lessor or Lessee submits its objections to the proposed Budget. Unless Lessor or Lessee notifies Maintenance Contractor in writing that such party objects to the revised Budget within 10 days of the date the revised Budget is submitted, Lessor and Lessee each shall be deemed to have approved the revised Budget. If Lessor or Lessee objects to the revised Budget, then either Lessor or Lessee may terminate this Agreement with 30 days' written notice to the Maintenance Contractor and the Trustee. Any revised Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.5 Operation within Budget. Operations shall be conducted, expenses shall be incurred and assets shall be acquired only pursuant to approved Budgets, provided, however, that in case of emergency, Maintenance Contractor may take any reasonable action it deems necessary to protect life, limb or property, to protect the Project or to comply with law or government regulation the noncompliance with which would have a material adverse effect on the Project or the parties hereto. Maintenance Contractor shall promptly notify Lessor and Lessee in writing of any such emergency expenditure, and Maintenance Contractor shall be reimbursed for such emergency expenditure, but only from amounts available for such purpose in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable. If the moneys in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable, shall be insufficient to cover such emergency expenditure, Lessor shall request in writing that such amounts be paid to Lessor by Lessee from Available Funds as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement, and a copy of such request shall be provided to the Trustee. Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any service that is not set forth in the approved Budget.

3.6 Budget Overruns; Program Changes. Upon the occurrence of unexpected events, Maintenance Contractor may, but shall not be required to unless it is assured of reimbursement, make such reasonable expenditures in excess of the adopted Budget as are necessary to carry out its duties hereunder. Maintenance Contractor shall submit any proposed material departure from an adopted Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved such departure from the adopted Budget unless within 10 days either Lessor or Lessee objects to the proposed change in writing to Maintenance Contractor. Maintenance Contractor shall not exceed an adopted Budget by more than 10%, unless directly caused by an emergency expenditure or unless authorized by Lessor and Lessee. Budget overruns of 10% or less shall be paid, but only from amounts available for such purpose in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable. Any departure from the adopted Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.7 Books. Maintenance Contractor shall keep and maintain separate records and accounts of all expenditures. Lessor, Lessee and Trustee may examine such records during

normal business hours on reasonable notice. The Trustee shall have no duty to examine such records.

3.8 Right to Stop Performing Functions. Maintenance Contractor has the right to stop performing any of its obligations hereunder if Lessor fails to reimburse or pay Maintenance Contractor, or to cause Maintenance Contractor to be reimbursed or paid, in a timely fashion as provided in the approved Budget from resources made available under the Lease Agreement and the Trust Agreement. Maintenance Contractor may also cease, either temporarily or permanently, to perform its duties if Lessor or Lessee materially impairs Maintenance Contractor's ability to perform, or if such performance is impaired by government action, labor dispute, typhoon, earthquake, flood, or other natural disaster or other event of force majeure. Upon any such cessation of performance by Maintenance Contractor, Maintenance Contractor shall provide written notice to the Trustee, Lessor and Lessee.

3.9 Payment. At any time and from time to time, if amounts in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable, are insufficient to satisfy the obligations of Lessor to fully pay amounts owed to Maintenance Contractor hereunder, Lessor shall request that such amounts be paid to Lessor by Lessee as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement. Notwithstanding any other provision of this Agreement, the parties hereby acknowledge and agree that no obligation assumed by or imposed upon the Maintenance Contractor hereunder shall require the performance of any act by the Maintenance Contractor except to the extent, if any, that the cost and expense of such performance can be paid from the accounts held for such purpose under the Trust Agreement.

ARTICLE IV

INSURANCE

4.1 General. During the term of this Agreement Maintenance Contractor shall, at Lessor's sole cost and expense, arrange for, obtain and maintain in full force and effect policies of insurance set forth in and as required by Section 7.01(b) of the Lease Agreement. All premiums for such insurance shall be paid by Lessor to the respective insurance companies upon invoices submitted to the Lessor by the Maintenance Contractor, but only from amounts available for such purpose in the Insurance and Maintenance Fund at least 30 days in advance of the date they are due to the respective insurers. Maintenance Contractor shall give Lessor, Lessee and Trustee 30 days' written notice of any increase in any premium prior to the date Lessor must pay such premium. Lessee and Trustee (at the expense of Lessee) shall cooperate fully with Maintenance Contractor and provide such information and execute such documents as may be necessary or convenient in obtaining such insurance.

4.2 Deductibles and Co-Payments. In the event of the occurrence of any loss with respect to the Facility, the Sites or otherwise hereunder that is not fully insured, Lessor shall promptly, upon written demand by Maintenance Contractor to Lessor and Lessee with a copy to Trustee, pay or cause to be paid to Maintenance Contractor or any other proper payee any deductible or co-payment that is a prerequisite to the insurer's payment of the proceeds of the applicable insurance policy, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

4.3 Damage and Reconstruction. In the event any Facility insured hereunder is damaged by fire or other casualty, the proceeds payable under the insurance policies shall be payable as provided in the Lease and the Trust Agreement. The Net Proceeds of fire and extended coverage insurance shall be deposited as provided in Article X of the Lease. After consultation with the Maintenance Contractor and the Lessee, Lessor shall instruct Maintenance Contractor as to the nature of the repair, reconstruction or replacement, if any, of damaged property, and Maintenance Contractor shall provide a proposed Budget for the requested repair, reconstruction or replacement using the procedure described in Section 3.4, with a copy to the Trustee.

ARTICLE V

MISCELLANEOUS

5.1 Breach. In the event of breach or threatened breach of this Agreement, any party may invoke the dispute settlement procedures set forth in Exhibit B. Except as otherwise provided herein, no party shall be relieved from its responsibilities hereunder unless the dispute resolution procedures are followed to their conclusion.

5.2 Enforcement Fees. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Agreement, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

5.3 Limited Liability. Maintenance Contractor shall not be liable to any person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Lessor shall indemnify, defend, release and hold harmless Maintenance Contractor from any loss, liability, claim or expense in such connection, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

5.4 Amendment. This Agreement may only be amended, changed, modified, altered or terminated by an agreement in writing, signed by each of the Lessor, the Lessee, the Maintenance Contractor and the Trustee. The Trustee shall execute such agreement in writing only if there has been delivered to the Trustee an Opinion of Counsel addressed to the Trustee to the effect that such amendment, change, modification, alteration or termination (1) will not, in and of itself, materially adversely affect the interests of the Holders, and (2) is authorized or permitted by this Trust Agreement and the Lease.

5.5 Partial Invalidity. The invalidity or unenforceability of any term or provision of this Agreement by the application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

5.6 Entire Agreement. This Agreement supersedes any and all prior agreements or understandings between the parties with respect to the subject matter of this Agreement.

5.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Territory of Guam.

5.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Under the terms of the Lease, Lessor may assign this Agreement to Trustee on the Certificate Closing Date pursuant to that certain Assignment and Security Agreement, dated as of August 1, 2010, by and between Lessor and Trustee. Following such assignment, Lessor may not assign this Agreement without the prior written consent of Maintenance Contractor, which consent shall not be unreasonably withheld. Maintenance Contractor may not assign this Agreement except to an affiliate or with the prior written consent of Lessor and Lessee, which consent shall not be unreasonably withheld. Trustee may assign this Agreement to its successor or assign pursuant to the terms of the Trust Agreement. Lessor, Trustee and Maintenance Contractor shall provide the other parties hereto with written notice of any such assignment.

5.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Lessor, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSOR:

CAPFA CAPITAL CORP. 2010A

By: _____
John R. Ahern
President

IN WITNESS WHEREOF, the Lessee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSEE:

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM

By: NB Underwood

Nerissa B. Underwood, Ph.D.
Superintendent of Department of Education

APPROVED AS TO FORM
AND LEGALITY:

_____
Attorney General of Guam

By: _____
Michael W. Cruz
Acting Governor of Guam

(SEAL)

IN WITNESS WHEREOF, the Lessee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSEE:

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM

By:_____
Nerissa B. Underwood, Ph.D.
Superintendent of Department of Education

APPROVED AS TO FORM
AND LEGALITY:

_____
Attorney General of Guam

By:_____
Felix Perez Camacho
Governor of Guam

(SEAL)

IN WITNESS WHEREOF, the Maintenance Contractor, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

MAINTENANCE CONTRACTOR:

INTERNATIONAL BRIDGE CORPORATION

By: _____

Name: MIGUEL C. BORDALLO

Title: VICE PRESIDENT

IN WITNESS WHEREOF, the Trustee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION,
as trustee for the Certificates

By: _____
Authorized Officer

EXHIBIT A

to

Insurance and Maintenance Agreement
dated as of August 1, 2010
by and among
CaPFA Capital Corp. 2010A, Lessor,
Department of Education, Government of Guam, Lessee,
International Bridge Corporation, Maintenance Contractor
and
U.S. Bank National Association, Trustee

Work Scope

30 Year Maintenance Program Final as of Sep 2, 2010			Type	
	Typical School Facility Components for Maintenance	Frequency	Unscheduled	Capital
1	**Paving**			
1.1	Asphalt - repair/seal of cracks	As required (per budget)	x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required (per budget)	x	
2	**Structural**			
2.1	Structural Damage Assessments	Seismic events	x	
2.2	Foundation Repairs	As required	x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required	x	
2.4	Replacement of Structural Elements	As required	x	
2.5	Upgrading of Structural Elements	As required	x	
3	**Wall Systems**			
3.1	Doors including hardware	As required		x
3.2	Window Assemblies (including Aluminum Sash)	As required	x	x
3.3	Indoor Gym Bleachers that pull out from wall	n/a		
3.4	Restroom Partitions (attached to wall)	n/a		
4	**Floor Covering**			
4.1	Carpeting	Daily		
4.2	Resilient Tile Flooring	Daily / Weekly		
4.3	Sports Flooring	Daily / weekly		

30 Year Maintenance Program Final as of Sep 2, 2010			Type	
	Typical School Facility Components for Maintenance	Frequency	Unscheduled	Capital
5	**Painting**			
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces.	As required / 5-years	x	x
5.2	Touch-up painting of walls	Monthly		
5.3	Exterior masonry, metal surfaces and trim	As required / 5-years	x	x
6	**Roofing**			
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required / 5-years	x	x
6.2	Flashings, Gutters, and Downspouts	As required (per budget)	x	
6.3	Ceiling Tiles	As required (per budget)	x	
7	**Electrical**			
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required (per budget)	x	
7.2	Panels and Boards	As required (per budget)	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		
7.4	Main Power Distribution System	As required (per budget)	x	
7.5	Interior and Exterior Power Distribution Systems	As required (per budget)	x	
7.6	Interior and Exterior Lighting Systems including Interior and Exterior Incandescent and Florescent Lighting and Fixtures	Monthly		
7.7	Equipment Connections	As required (per budget)	x	
7.8	Conduits, Conductors and Cables	As required (per budget)	x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		
8	**Plumbing**			
8.1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required (per budget)	x	
8.2	Underground Water Distribution Systems	As required (per budget)	x	
8.3	Sewer piping, manholes within boundaries	As required (per budget)	x	
8.4	Interior Water Supply	As required (per budget)	x	
8.5	Interior and Exterior Plumbing, Connections, Piping and Fixtures, including heaters	As required / Per Mfr	x	x
9	**Air Conditioning/Ventilation/Heating**			
9.1	Air Conditioning Systems			

30 Year Maintenance Program Final as of Sep 2, 2010			Type	
	Typical School Facility Components for Maintenance	Frequency	Unscheduled	Capital
9.1.1	1.a Central Systems	wk, mo, qrtr, 5-yr		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr		x
9.2	2. Ventilation Systems			
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	As required (per budget)	x	x
10	**Fire Protection System**			
10.1	Testing and Certifying of Fire Protection System	Annually		
10.2	Maintenance of Fire Protection Riser and System	As required (per budget)	x	
10.3	Maintenance of Fire Alarm System	see Section 7		
10.4	Recharge and Replacement of Fire Extinguishers	As requested (per budget)	x	
11	**Telecom and Internet**			
11.1	Security and Closed TV Circuits	As required (per budget)	x	
11.2	Telecommunication Conduits / wiring	As required (per budget)	x	
11.3	Public Address	As required (per budget)	x	
12	**Landscaping and Lawns - Equipment Only; Operation by others**			
12.1	Grass Cutting (Riding Mowers: 2 each; Bush-Cutters: 6 each)	Equipment only		x
12.2	Walkway edging (Edgers: 4 each)	Equipment only		x
12.3	Tree Trimming / Hedging (Chain saws: 2 each; Hedgers: 4 each)	Equipment only		x
13	**Custodial and Waste Collection**			
13.1	Garbage collection from classrooms, offices, restrooms and other building areas	Daily		
13.2	Site cleanup (hallways, walkways, parking lots, etc.)	Daily		
13.3	Waste removal by commercial hauler	2 x weekly		
13.4	Floor polishing / waxing / sealing	Quarterly		
13.5	Restroom cleaning (Sweeping, mopping, wipedown of surfaces)	Daily		
13.6	Restroom flushing and rinsing	Weekly		
13.7	Flushing exterior walkways / pressure washing	Bi-weekly / Quarterly		

EXHIBIT B

Procedures for Settling Disputes

TO THE EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CHAPTER 6 OF TITLE 5 OF THE GUAM CODE ANNOTATED, IN ANY CASE IN WHICH THERE IS A DISPUTE BETWEEN THE PARTIES HERETO WITH RESPECT TO MATTERS UNDER THIS AGREEMENT, THE PROCEDURE FOR RESOLUTION OF THAT DISPUTE SHALL BE AS FOLLOWS:

THE AGGRIEVED PARTY OR PARTIES SHALL NOTIFY THE OTHER PARTY OR PARTIES OF THE GRIEVANCE IN WRITING. WHEN SUCH A NOTICE IS RECEIVED BY A PARTY, SUCH PARTY SHALL PROMPTLY INVESTIGATE, INSPECT, MEET, DISCUSS OR TAKE SUCH OTHER ACTION AS IS REASONABLY APPROPRIATE UNDER THE CIRCUMSTANCES TO ATTEMPT TO RESOLVE THE DISPUTE IN GOOD FAITH. APPROPRIATE ACTION SHALL INCLUDE, WITHOUT LIMITATION, PROMPT COMMUNICATION WITH THE AGGRIEVED PARTY OR PARTIES AND A PROPOSED COURSE OF ACTION TO RESOLVE THE PROBLEM. IF THE PARTIES ARE UNABLE TO RESOLVE THE PROBLEM WITHIN A REASONABLE PERIOD (NOT TO EXCEED THIRTY (30) DAYS AFTER THE NOTICE OF THE DISPUTE), THE MATTER SHALL BE SUBMITTED TO BINDING ARBITRATION.

ANY DISPUTE SUBMITTED TO ARBITRATION SHALL BE SETTLED BY ARBITRATION AT A MUTUALLY CONVENIENT LOCATION IN THE CITY OF HAGÅTÑA, GUAM, DESIGNATED BY THE ARBITRATOR, BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED IN SUCH ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. WHEN RESOLVING A DISPUTE, THE ARBITRATOR SHALL APPLY THE PERTINENT PROVISIONS OF THIS AGREEMENT AND THE LAWS OF GUAM AND SHALL GIVE EFFECT TO STATUTES OF LIMITATIONS IN DETERMINING ANY CLAIM.

ANY ARBITRATOR DESIGNATED SHALL HAVE NOT LESS THAN TEN (10) YEARS EXPERIENCE IN LEGAL MATTERS PERTAINING TO THE INTERPRETATION AND IMPLEMENTATION OF THE LAWS OF GUAM RELATING TO COMMERCIAL REAL ESTATE TRANSACTIONS. DISCOVERY REQUESTS SHALL BE DETERMINED BY THE ARBITRATOR IN LIGHT OF THE PARTIES' DESIRE TO PROCEED INFORMALLY, AT MINIMAL EXPENSE.

ANY AND ALL FEES AND EXPENSES INCURRED BY THE PREVAILING PARTY IN THE ARBITRATION AS DETERMINED BY THE ARBITRATOR, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS, SHALL BE PAID BY THE NON-PREVAILING PARTY. THE PREVAILING PARTY SHALL BE DETERMINED BY THE ARBITRATOR, BASED UPON AN ASSESSMENT OF WHICH

PARTY'S MAJOR ARGUMENTS MADE OR POSITIONS TAKEN IN THE PROCEEDINGS COULD FAIRLY BE SAID TO HAVE PREVAILED OVER THE OTHER PARTY'S MAJOR ARGUMENTS OR POSITIONS ON MAJOR DISPUTED ISSUES IN THE ARBITRATOR'S DECISION. IF THE PARTY WHICH SHALL HAVE COMMENCED OR INSTITUTED THE ACTION, SUIT OR PROCEEDING SHALL DISMISS OR DISCONTINUE IT WITHOUT THE CONCURRENCE OF THE OTHER PARTY, SUCH OTHER PARTY SHALL BE DEEMED THE PREVAILING PARTY. AS USED IN THIS AGREEMENT, THE TERM "ATTORNEYS' FEES" INCLUDES, WITHOUT LIMITATION, ALL ATTORNEYS' AND PARALEGALS' FEES AND EXPENSES INCURRED IN CONNECTION WITH THE DISPUTE WHICH IS THE SUBJECT OF THE ARBITRATION PROCEEDING, INCLUDING, ATTEMPTING TO RESOLVE THE DISPUTE WITHOUT ARBITRATION, PREPARING FOR THE ARBITRATION, CONDUCTING THE ARBITRATION AND DEFENDING ANY REVIEW OF THE ARBITRATOR'S DECISION.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT ANY PARTY TO THIS AGREEMENT MAY INITIATE AND MAINTAIN AN ACTION FOR JUDICIAL RELIEF FOR THE PURPOSE OF SEEKING A PROVISIONAL OR ANCILLARY REMEDY OR CLEARING TITLE TO ANY PARCEL OF ANY NOTICE OF LIS PENDENS OR OTHER ENCUMBRANCE UPON TITLE.

NOTICE: BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO IS AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY GUAM LAW AND IS GIVING UP ANY RIGHTS SUCH PARTY MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT AND BY JURY TRIAL, AND ANY OTHER RIGHTS TO DISCOVERY AND APPEAL. IF AN PARTY REFUSES TO SUBMIT TO ARBITRATION, SUCH PARTY MAY, TO THE EXTENT PERMITTED BY LAW, BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE GUAM LAW.

End of Exhibit

EXHIBIT C

Budget for Initial Term of Lease

Management Fee	$	70,000
Insurance Premiums		161,000
Initial Maintenance Costs		20,000
TOTAL	$	251,000

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

SSHS Developer documents

Tina Garcia <cgarcia@investguam.com> Fri, Nov 21, 2025 at 10:33 AM
To: "Gov. Lourdes A. Leon Guerrero" <governor@guam.gov>, Leslie Travis <leslie.travis@guam.gov>, Jeffrey Moots <jeffrey.moots@guam.gov>, Vincent Arriola <vince.arriola@dpw.guam.gov>

See attached group 2 of key documents that need to be executed. Again these are JFK document samples that will be ready for execution upon receipt of the details from Core Tech.

Thanks!
Tina

---------- Forwarded message ---------
From: **Tina Garcia** <cgarcia@investguam.com>
Date: Fri, Nov 14, 2025 at 5:22 PM
Subject: Re: SSHS Developer documents
To: Ho Eun <ho.eun@coretechintl.com>
Cc: Vincent Arriola <vince.arriola@dpw.guam.gov>, Lester Carlson <lester.carlson@bbmr.guam.gov>, John San Nicolas <jsannicolas@investguam.com>, Angelene Rios <angelene.rios@investguam.com>

[Quoted text hidden]

3 attachments

03. Ground Lease (Recorded).pdf
1122K

02. Interlocal Agreement.pdf
969K

07. Trust Agreement.pdf
531K

$65,420,000
SERIES 2020A CERTIFICATES OF PARTICIPATION
(JOHN F. KENNEDY HIGH SCHOOL REFUNDING AND ENERGY EFFICIENCY PROJECT) EVIDENCING AND REPRESENTING THE PROPORTIONATE INTERESTS OF THE REGISTERED OWNERS THEREOF IN BASE RENTAL PAYMENTS TO BE MADE BY
DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM

CERTIFICATE AS TO GROUND LEASE

Dated: October 13, 2020

The undersigned, Ashley Wills, Secretary of CAPFA Capital Corp. 2010A, hereby certifies that attached hereto is a true and correct copy of the Ground Lease, dated as of August 1, 2010 (the "Ground Lease"), between the Government of Guam, as ground lessor (the "Government") and CAPFA Capital Corp. 2010A, as ground lessee (the "Corporation").

I further certify that said copy is a full, true and correct copy of said Ground Lease and that, except as amended by the First Amendment to Ground Lease, dated as of October 1, 2020, between the Government and the Corporation, the Ground Lease has not been amended, modified or rescinded in any manner, and is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate as of the date first written above.

CAPFA CAPITAL CORP. 2010A,
a Florida not-for-profit corporation

By: Ashley Wills
Name: Ashley Wills
Title: Secretary

SECURITY TITLE, INC.

Recording Requested By
and When Recorded Return To:

Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105
Attention: Brooke Abola

Land of Guam, Government of Guam
Department of Land Management Office of the Recorder

Title for Record is Instrument No. 811461

On the Year 10 Month 9 Day 16 Time 11:51

Recording Fee DE-OFFICIO Receipt No.

Deputy Recorder Lisa B. Maingar.

GROUND LEASE

between

GOVERNMENT OF GUAM,

and

CAPFA CAPITAL CORP. 2010A,
a Florida not-for-profit corporation

Dated as of August 1, 2010

GROUND LEASE

THIS GROUND LEASE, dated as of August 1, 2010, by and between the GOVERNMENT OF GUAM (the "Ground Lessor"), as ground lessor, and CAPFA CAPITAL CORP. 2010A, a Florida not-for-profit corporation qualified to do business in Guam (the "Ground Lessee"), as ground lessee;

W I T N E S S E T H:

WHEREAS, the Ground Lessor is the owner in fee of that certain real estate parcel located in Guam and described in Exhibit A (the "Site");

WHEREAS, the Ground Lessor is willing to lease the Site, and the Ground Lessee desires to hire the same from the Ground Lessor, upon the terms and conditions and for the purposes set forth in this lease (the "Ground Lease");

WHEREAS, the Ground Lessee desires to sublease the Site, and lease certain school facilities to be constructed and installed on the Site (collectively, the "Facilities") and certain equipment to be located primarily on the Site (the "Equipment," and, collectively with the Facilities and such subleasehold interest in the Site, the "Project") to the Department of Education, Government of Guam (the "Lessee"), and the Lessee desires to sublease and lease the same from the Ground Lessee, pursuant to and as further described in the Lease Agreement (the "Lease"), dated as of August 1, 2010, by and between the Ground Lessee, as lessor thereunder, and the Lessee, as lessee thereunder;

WHEREAS, the Ground Lessor and Ground Lessee intend that the leasing by the Ground Lessor to the Ground Lessee of the Site shall not effect or result in a merger of the Government of Guam's leasehold estate pursuant to the Lease and the Ground Lessor's fee estate as lessor under this Ground Lease, and the Ground Lessee shall continue to have and hold a leasehold estate in said Site pursuant to this Ground Lease throughout the term hereof and the term of the Lease; and

WHEREAS, all capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

SECTION 1. Site.

The Ground Lessor hereby leases to the Ground Lessee and the Ground Lessee hereby hires from the Ground Lessor, on the terms and conditions hereinafter set forth, the real property described in Exhibit A attached hereto and made a part hereof, subject, however, to any conditions, reservations, and easements of record as of the date hereof (herein called the "Site").

SECTION 2. Term.

The term of this Ground Lease shall commence on the Certificate Closing Date or upon the date of recordation of this Ground Lease in the Department of Land Management, whichever is later, and shall end at midnight on the date 30 years after such commencement, unless such term is extended or sooner terminated as hereinafter provided.

If on the date 30 years after the date of commencement of the term of this lease, the Certificates shall not be fully paid, then the term of this Ground Lease shall be extended until ten (10) days after the Certificates shall be fully paid, except that the term of this Ground Lease shall in no event be extended beyond the date which is 40 years after the date of commencement of the term of this Lease. If prior to the date 30 years after the date of commencement of the term of this Lease, the Certificates shall be fully paid, the term of this Ground Lease shall end ten (10) days after such payment in full or ten (10) days after written notice by the Ground Lessor to the Ground Lessee (if such payment in full has by then occurred), whichever is earlier.

SECTION 3. Rental.

The Ground Lessee shall pay to the Ground Lessor as and for rental hereunder the sum of One Dollar ($1.00).

SECTION 4. Use of Site; Reletting of Site by Ground Lessee.

(a) For the term of the Lease, the Ground Lessee shall use the Site solely for the purpose of construction and financing of the Project and the Facilities thereon and leasing the Site, the Project and the Facilities to the Government of Guam pursuant to the Lease and for such purposes as may be incidental thereto.

(b) In the event that the Lease is terminated, the right of the Ground Lessee to sublease the Site (including in connection with any sale of the Ground Lessee's interest in the Facility) is subject to the following terms and conditions:

(i) the permitted use of the Site under the sublease shall be limited to purposes allowed by all land use and zoning laws;

(ii) the sublessee (including in that term any buyer taking subject to this Ground Lease) shall agree to indemnify and hold harmless the Government of Guam and the Ground Lessor against any and all claims, actions, suits, judgments, damages and liabilities arising out of the sublessee's use of the Site;

(iii) the sublease (including in that term any agreement of sale to a buyer taking subject to this Ground Lease) shall contain provisions requiring the sublessee to pay all taxes, to maintain the Project and to provide insurance covering such hazards and in such amounts as is commercially reasonable for similar buildings;

(iv) the sublease shall contain covenants of the sublessee regarding hazardous materials which are substantially the same as the covenants contained in Section 12.01 of the Lease;

(v) the sublease shall provide that the Ground Lessee shall have the right to terminate the sublease following a material breach by the sublessee of any of the terms and provisions required pursuant to clauses (i), (ii), (iii) or (iv) above; and

(vi) following a material breach by the sublessee of any of the terms and provisions of the sublease required pursuant to clauses (i) through (v) above, the sublease shall be subject to termination at the written direction of the Government of Guam.

SECTION 5. Owner in Fee.

The Ground Lessor covenants that it is the owner in fee of the Site, as described in Exhibit A hereto, subject to reversion to the United States in accordance with that certain Transfer dated February 26, 1952 from the United State to the Government of Guam. The Ground Lessor further covenants and agrees that if for any reason this covenant proves to be incorrect, the Ground Lessor will either institute eminent domain proceedings to condemn the property or institute a quiet title action to clarify the Ground Lessor's title, and will diligently pursue such action to completion.

SECTION 6. Assignments and Subleases.

The Ground Lessee shall not assign its rights under this Ground Lease or sublet the Site, except pursuant to the Trust Agreement, the Assignment Agreement and the Lease, unless either (i) the Ground Lessee shall have obtained the written consent of the Ground Lessor, or (ii) the Government of Guam shall be in default under the Lease or the Lease shall have been terminated pursuant to its provisions. Any assignment or sublease pursuant to clause (ii) of this Section shall be subject to the terms and conditions of Section 4 hereof.

CaPFA Capital Corp. 2010A shall have no liability for the Trustee's actions or the exercise by the Trustee of any rights under this Ground Lease. By its execution below, Ground Lessor expressly approves of the above-referenced Trust Agreement and Assignment Agreement.

SECTION 7. Right of Entry.

The Ground Lessor reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 8. Termination.

The Ground Lessee agrees, upon the termination of this Ground Lease, to quit and surrender the Site in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Ground Lease, including but not limited to the Project, shall remain thereon and title thereto shall vest in the Ground Lessor.

Upon the exercise of the option to purchase set forth in Section 14.04 of the Lease and upon payment of the Purchase Price required by said section, the term of this Ground Lease shall terminate.

SECTION 9. Default.

In the event the Ground Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of this Ground Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Ground Lessee, the Ground Lessor may exercise any and all remedies granted by law, except that no merger of this Ground Lease and of the Lease shall be deemed to occur as a result thereof, provided, however, that the Ground Lessor shall have no power to terminate this Ground Lease or the rights of entry granted herein by reason of any default on the part of the Ground Lessee if such termination would affect or impair, other than as provided by Section 4 of this Ground Lease, the exercise of any rights or remedies assigned to the Trustee pursuant to the Assignment Agreement or any assignment or sublease of all or any part of the Site then in effect between the Ground Lessee and any assignee or subtenant of the Ground Lessee; and provided further, that so long as any Certificates are outstanding and unpaid in accordance with the terms of the Trust Agreement, the parties acknowledge and understand that the Rentals or any part thereof payable to the Trustee pursuant to the Trust Agreement (by the terms of the Lease or such other assignment or sublease) shall continue to be paid to the Trustee. So long as any such assignee or subtenant of the Ground Lessee shall duly perform the terms and conditions of this Ground Lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the Ground Lessor hereunder and shall be entitled to all of the rights and privileges granted under any such assignment or sublease; provided further, however, that, so long as any Certificates are outstanding and unpaid in accordance with the terms of the Trust Agreement, the parties acknowledge and understand that the Rentals or any part thereof payable to the Trustee pursuant to the Trust Agreement (by the terms of such assignment or sublease) shall continue to be paid to the Trustee.

SECTION 10. Quiet Enjoyment.

The Ground Lessee at all times during the term of this Ground Lease, subject to the provisions of Section 9 hereof, shall peaceably and quietly have, hold and enjoy all of the Site.

SECTION 11. Taxes.

The Ground Lessee covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site (including both land and improvements), if any.

SECTION 12. Eminent Domain.

In the event the whole or any part of the Site or the Project (including all or any part of the Project) is taken by eminent domain proceedings, the interest of the Ground Lessee shall be recognized and is hereby determined to be the amount of the then unpaid or outstanding Certificates attributable to such part of the Project and shall be paid to the Trustee to be applied as provided in the Lease and in the Trust Agreement.

SECTION 13. Partial Invalidity.

If any one or more of the terms, provisions, covenants or conditions of this Ground Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Ground Lease shall be affected thereby, and each provision of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 14. Notices.

All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by (i) United States registered or certified mail, return receipt requested, postage prepaid, or (ii) by overnight courier, addressed as set forth below, or to such other addresses as the respective parties may from time to time designate by notice in writing:

If to the Ground Lessee:

CaPFA Capital Corp. 2010A
99 Riverside Drive
Moore Haven, Florida 33471
Attention: President

with a copy to:
William L. Zvara, P.A.
4810 Arapahoe Avenue
Jacksonville, Florida 32210
Telephone: (904) 387-2266
Facsimile: (904) 387-9212

If to the Ground Lessor:

Government of Guam
Office of the Governor
P.O. box 2950
Hagatna, Guam 96932

Department of Administration
P O Box 884
Hagatna, Guam 96932
Attention: Lourdes M. Perez, Director
Telephone: (671) 475-1250/1234

Guam Economic Development Authority
590 South Marine Corps Drive
ITC Building, Suite 511
Tamuning, Guam 96913
Attention: Tony Blaz, Administrator
Telephone: (671) 647-4332
Facsimile: (671) 649-4146

SECTION 15. Section Headings.

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Ground Lease.

SECTION 16. Applicable Law.

This Ground Lease shall be governed by and construed in accordance with the Organic Act of Guam and laws of Guam.

SECTION 17. Amendments.

This Lease may be amended in writing as may be mutually agreed by Ground Lessor and Ground Lessee, subject to any restrictions contained in the Trust Agreement, and subject to any applicable limitations of Guam law.

SECTION 18. Execution.

This Ground Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this Ground Lease may separately be executed by the Ground Lessor and the Ground Lessee, all with the same force and effect as though the same counterpart had been executed by both the Ground Lessor and the Ground Lessee.

IN WITNESS WHEREOF, the Ground Lessor, by its duly authorized representative, has executed this Ground Lease as of the date first above written.

GOVERNMENT OF GUAM

By _____
Governor of Guam

Approved as to form:

By _____
Attorney General

IN WITNESS WHEREOF, the Ground Lessee, by its duly authorized representatives, has executed this Ground Lease as of the date first above written.

CAPFA CAPITAL CORP. 2010A

By: _____

John R. Ahern
President

By: _____

Maxine Brantley
Secretary

[ACKNOWLEDGMENTS ATTACHED]

Guam, USA)
) ss
CITY OF TAMUNING)

ON THIS 1ST day of September, 2010, before me, a Notary Public in and for Guam, USA, personally appeared Felix Perez Camacho, known to me to be the Governor of Guam, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same of his own free act and deed on behalf of the Government of Guam for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC
My commission expires:

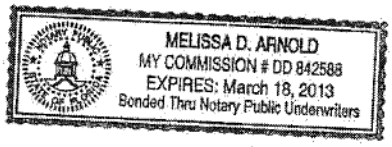
ARLEEN ANN EVANGELISTA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: May 07, 2011
ITC Bldg. Suite 511, 590 South Marine Corps Dr.
Tamuning, Guam 96913

STATE OF FLORIDA

COUNTY OF GLADES

The foregoing instrument was acknowledged before me this 23 day of August, 2010, by John R. Ahern, acting as President for CaPFA Capital Corp. 2010A. Such person did not take an oath and: (notary must check applicable box)

✓ is/are personally known to me; or
____ produced a current _____ driver's license as identification; or
____ produced _____ as identification.



NOTARY PUBLIC

Melissa D. Arnold

(SEAL)

Commission expires: 3/18/2013

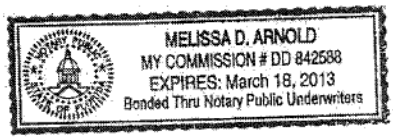
STATE OF FLORIDA

COUNTY OF GLADES

The foregoing instrument was acknowledged before me this 23 day of August, 2010, by Maxine Brantley, acting as Secretary for CaPFA Capital Corp. 2010A. Such person did not take an oath and: (notary must check applicable box)

✓ is/are personally known to me; or
____ produced a current _____ driver's license as identification; or
____ produced _____ as identification.

NOTARY PUBLIC



Melissa D. Arnold

(SEAL)

Commission expires: 3/18/2013

EXHIBIT A

Legal Description of Site

Parcel One:

Lot Number 5138-R3, Tamuning (formerly of Dededo), Guam, Suburban, as said Lot is described in that Real Estate Requirements for Tumon & Route No. 1, as shown on Drawing Number E6-65T633, dated 07 January 66 and filed in Survey Division at Land Management.

For informational purposes only, the above referenced map indicates the property contains an area of 41,496.26 ± square meters.

Last Certificate of Guaranteed Claim Number: 3001 — The United States of America (as to Basic Lot 5138; Estate Number 3922).

Parcel Two:

Lot Number 5139-R3, Tamuning (formerly of Dededo), Guam, Suburban, as said Lot is described in that Real Estate Requirements for Tumon & Route No. 1, as shown on Drawing Number E6-65T633, dated 07 January 66 and filed in Survey Division at Land Management.

For informational purposes only, the above referenced map indicates the property contains an area of 87,965-96 ± square meters.

Last Certificate of Guaranteed Claim Number: 3002 — The United States of America (as to Basic Lot 5139; Estate Number 3923).

$65,420,000
SERIES 2020A CERTIFICATES OF PARTICIPATION
(JOHN F. KENNEDY HIGH SCHOOL REFUNDING AND ENERGY EFFICIENCY PROJECT) EVIDENCING AND REPRESENTING THE PROPORTIONATE INTERESTS OF THE REGISTERED OWNERS THEREOF IN BASE RENTAL PAYMENTS TO BE MADE BY
DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM

CERTIFICATE AS TO INTERLOCAL AGREEMENT

Dated: October 13, 2020

The undersigned, Ashley Wills, Secretary of the Capital Projects Finance Authority (the "Authority"), hereby certifies that attached hereto is a true and correct copy of the Interlocal Agreement, between the Authority and the Government of Guam, dated as of July 1, 2010. The Interlocal Agreement has not been amended or supplemented on or prior to the date of this certificate and is in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have executed this certificate as of the date first written above.

CAPITAL PROJECTS FINANCE AUTHORITY

Ashley Wills

Name: Ashley Wills
Title: Secretary

SECURITY TITLE, INC.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into as of July 1, 2010, by and between the **CAPITAL PROJECTS FINANCE AUTHORITY**, a public body corporate and politic organized and existing under the laws of the State of Florida (the "Sponsor"), and the **GOVERNMENT OF GUAM**, duly organized and existing under and by virtue of the laws of the United States of America (the "Public Agency").

W I T N E S S E T H :

In consideration of the mutual benefits and obligations assumed herein, the undersigned hereby agree as follows:

Section 1. Findings. The undersigned hereby find, determine and declare as follows:

A. Pursuant to all of the privileges, benefits, powers and terms of Ordinance No. 214 of the Sponsor (the "Ordinance"), Section 163.01, et seq, Florida Statutes, as amended, Chapter 166, Chapter 159, together with all of the home rule powers granted by the Constitution and laws of the State of Florida, and all other applicable provisions of law (the "Act"), the Sponsor was created within the State of Florida and is authorized to issue revenue bonds or other obligations under the Act to assist in financing or refinancing the cost of the acquisition, construction, rehabilitation, improvement and equipping of "Qualifying Projects" (as herein defined) within the meaning of the Ordinance.

B. Pursuant to the Act and pursuant to the Organic Act of Guam and the Public Laws of the Territory of Guam (the "Local Law"), the Public Agency is authorized to assist in financing or refinancing the acquisition, construction, rehabilitation, improvement and equipping of Qualifying Projects which are comprised of schools and educational facilities, particularly the John F. Kennedy High School facilities together with site improvements, and which are located in its Area of Operation (the "Local Projects").

C. The Public Agency, for the benefit of the Guam Public School System now known as the Guam Department of Education ("Guam DOE"), under a request for proposal and award of contract (the "Award") desires to acquire, construct, operate and lease the Local Projects, which are within the territory of the Public Agency, and the Local Projects constitute Qualifying Projects as herein defined.

D. The Public Agency, the DPW and the Guam DOE each constitute a "Public Agency" (as herein defined) within the meaning of the Ordinance, and the Sponsor and the Public Agency, respectively, are authorized to enter into this Interlocal Agreement.

E. The Sponsor has established its Capital Projects Loan Program (the "Program") and has provided for the issuance of obligations which provide funds for the Guam DOE to lease finance the acquisition, construction and improvement of the Local Projects.

F. Under the Act the Sponsor may exercise jointly with any Public Agency (as herein defined) any power, privilege or authority which the Sponsor and such Public Agency share in common and which each might exercise separately.

G. Prior to its effectiveness, this Interlocal Agreement and subsequent amendments hereto shall be filed with the clerk of the circuit court of the county within which the Sponsor is located, and within the official records of the Public Agency, which shall conclusively establish the effectiveness of this Interlocal Agreement.

H. Within the territory of the Public Agency there is a need for the acquisition, construction, rehabilitation, improvement and equipping of the Local Projects, and there is a need for readily available capital for investment in the Local Projects. This shortage constitutes a threat to the health, safety, morals, and welfare of the residents of the Public Agency.

I. Such need cannot be met except through the encouragement of investment by both public and private enterprise and by the stimulation of the acquisition, construction, rehabilitation, improvement and equipping of the Projects through the use of lease financing.

J. The lease financing of the acquisition, construction, rehabilitation, improvement and equipping of the Local Projects and of the real and personal property and other facilities necessary, incidental and appurtenant thereto, are public uses and purposes for which public money may be spent, advanced, loaned or granted and are municipal and governmental functions of public concern.

K. The Local Projects are lease financed under the Award for the benefit of the Guam DOE, its personnel and students, and upon expiration of the final term of the Award, or upon earlier prepayment, the Local Projects will revert to the Public Agency for the benefit of the Public Agency and its citizens.

L. This Interlocal Agreement confers upon the Sponsor the authority to obtain funds for the benefit of the Guam DOE in order to lease finance the Local Projects for the public purposes herein described.

M. It is the intent of the parties hereto to provide an additional method of financing for the Local Projects of the Guam DOE within the Area of Operation of the Public Agency through the exercise of the joint powers of the Public Agency, the Guam DOE and the Sponsor in the manner set forth herein.

N. The provisions of this Interlocal Agreement are found and declared to be necessary and in the public interest as a matter of legislative determination by the Public Agency, the DPW, the Guam DOE and the Sponsor.

Section 2. Definitions. As used in this Interlocal Agreement, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Area of Operation" shall mean the area within the jurisdiction of the Sponsor, and any area outside the jurisdiction of the Sponsor if the governing body of the Public Agency within which such outside area is located approves thereof pursuant to interlocal agreement.

"Bonds" shall mean the bonds, notes, debentures, certificates, anticipation notes, certificates of participation or other evidences of indebtedness issued by the Sponsor or by its instrumentality leasing company under the provisions of the Ordinance, or under any Part of the Ordinance, as supplemented by the provisions of any other ordinance or resolution or by general or special law.

"Cost" shall mean the cost or costs of acquiring, constructing, erecting, improving, rehabilitating, furnishing, equipping and installing Qualifying Projects and shall include, without limiting the generality of the foregoing, the cost of all labor and materials, the cost of all lands, property, rights, easements and franchises which shall be deemed necessary for a Qualifying Project, financing charges, interest prior to and during construction and for a reasonable period of time after the completion of construction, engineering, accounting, architectural, consulting and legal services and expenses, costs of plans, specifications, surveys, estimates of costs and of revenues, expenses necessary or incident to determining the feasibility of such Qualifying Project, discount upon the sale of Bonds, if any, premiums for municipal bond insurance and other fees for credit enhancement, other expenses necessary or incidental to determining the feasibility or practicability of a Qualifying Project and the financing thereof, administrative expenses related solely to a Qualifying Project and such other expenses as may be necessary or desirable and incident to such acquisition, construction, erection, improving, rehabilitating, furnishing, equipping and installing of a Qualifying Project, the placing of a Qualifying Project in service or operation, including the working capital necessary or prudent for such purpose, and the financing or refinancing or reimbursement thereof as herein authorized.

"Project" shall mean any capital project which furthers the purposes of the Ordinance, whether real or personal property, including any building, land, fixture, vehicle, equipment, facility, streets, transportation facilities, streetlighting, sidewalks, greenscapes, drainage, sewers, water and utility systems, water and sewer treatment facilities, power facilities, solid waste facilities, landfills, recycling facilities, resource recovery facilities, cogeneration facilities, parks, administrative facilities, community facilities, health facilities, recreational facilities, golf courses, marinas, public lodging facilities, port facilities, airport facilities, educational facilities, Qualifying Housing

Developments as defined in Ordinance No. 203 of the City of Moore Haven, Florida, as amended from time to time, together with other facilities which may be necessary, convenient or desirable in connection with such capital project, and also includes site preparation, the planning of improvements, the acquisition of property, the removal or demolition of existing structures, the acquisition, construction, reconstruction and rehabilitation of improvements, and all other work in connection therewith, and all Costs thereof.

"Public Agency" shall mean a political subdivision, agency or officer of the State of Florida or of any state of the United States, and of any commonwealth, territory, possession or protectorate of the United States which has one or more of the attributes of a state of the United States, including but not limited to, state government, the District of Columbia, county, city, state or local finance authority, school district, single and multipurpose special district, single and multipurpose public authority, metropolitan or consolidated government, an independently elected county officer, any agency of the United States government, and any similar entity of any state of the United States and of any commonwealth, territory, possession or protectorate of the United States which has one or more of the attributes of a state of the United States.

"Qualifying Project" means any work or improvement constituting a "Project" described in the Preamble of the Ordinance, or described in any Part of the Ordinance, or otherwise permitted to be financed by the Sponsor under general or special law, and located or to be located in the jurisdiction of a Public Agency, including real property, buildings and any other real and personal property, designed or intended for the primary purpose of providing such capital project, whether new construction, the acquisition of existing facilities or the remodeling, improvement, rehabilitation or reconstruction of existing facilities, together with such related facilities related or supplemental thereto as the Sponsor determines to be necessary, convenient or desirable, and all Costs thereof.

Section 3. Authorization to the Sponsor. The Public Agency hereby authorizes the Sponsor and its instrumentality leasing company (known as, CAPFA Capital Corp. 2010A, a Florida not-for-profit corporation licensed in Guam) to obtain funds for the benefit of the Guam DOE in an amount not exceeding $75,000,000 for the purpose of lease financing the acquisition, construction, rehabilitation, improvement and equipping of the Local Projects in their Area of Operation. All proceeds of any of the lease financing Bonds (certificates of participation) may be administered by the Sponsor, its instrumentality leasing company or their agents (as set forth in Section 5 below) and all payments due from such revenues may be paid by the Sponsor, its instrumentality leasing company or their agents without further action by the Public Agency or the Guam DOE. The Sponsor and its instrumentality leasing company shall have all power and authority of the Public Agency to do all things necessary or convenient to the implementation of the Program for the Guam DOE within the Area of Operation of the Public Agency, to the same extent as if the Public Agency were issuing its own obligations for such purposes. It is the intent of this Interlocal Agreement that the Sponsor and its instrumentality leasing company be vested, to the maximum extent permitted by law, with all powers which the Public Agency might exercise with respect

to the lease financing for the Guam DOE of the Local Projects. All such actions shall be taken in the name of and be the special limited obligations of the Sponsor or its instrumentality leasing company, and shall be subject to the terms of any agreements entered into between the Public Agency, Guam DOE and the Sponsor or its instrumentality leasing company.

Section 4. Qualifying Projects. The Public Agency acknowledges and agrees that the Projects are to be owned, managed and operated as Qualifying Projects under the Ordinance. The incidental benefit which the Program provides to private persons does not adversely affect the overriding public purpose of the Public Agency and the Guam DOE served by providing and facilitating the Local Projects.

Section 5. Term. This Interlocal Agreement will remain in full force and effect from the date of its execution until such time as it is terminated by any party upon ten days written notice to the other party hereto; provided, however, the undersigned hereby agree that this Interlocal Agreement may not be terminated by any party during any period that the Bonds (certificates of participation) issued to lease finance the Local Projects remain outstanding, or during any period in which the proceeds of such Bonds are still in the possession of the Sponsor, its instrumentality leasing company or their agents pending distribution. Nothing in this Interlocal Agreement shall create any financial obligation of the Government of Guam nor of the DPW nor of the Guam DOE upon execution hereof or in the future. Nothing herein shall be deemed in any way to limit or restrict the Public Agency or the DPW or the Guam DOE from issuing its own obligations, providing its own program or participating in any other program for financing of any Qualifying Project or any other project which the Public Agency may choose to finance.

Section 6. Filing of this Agreement. It is agreed that this Interlocal Agreement shall be filed by the Sponsor, or its authorized agent or representative, and by the Public Agency and the Guam DOE, each in accordance with Section 1(G) hereof.

Section 7. No Financial Obligation. NOTHING IN THIS INTERLOCAL AGREEMENT SHALL BE DEEMED IN ANY WAY TO CREATE ANY FINANCIAL OBLIGATION OF THE PUBLIC AGENCY NOR OF THE DPW NOR OF THE GUAM DOE. NO LIABILITY OR RESPONSIBILITY FOR PAYMENT OF THE BONDS (CERTIFICATES OF PARTICIPATION) IS ASSUMED BY THE PUBLIC AGENCY NOR BY THE DPW NOR BY THE GUAM DOE UNDER THIS INTERLOCAL AGREEMENT.

Section 8. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 9. Effective Date. This Interlocal Agreement shall be effective upon execution hereof by the Sponsor and the Public Agency and upon filing in accordance with Section 6 hereof.

IN WITNESS WHEREOF, the parties to this Interlocal Agreement have caused their names to be affixed by the proper officers thereof as of the date first above written.

CAPITAL PROJECTS
FINANCE AUTHORITY
Sponsor

By: _____
Chairman

(SEAL)

Attest:

By: _____
Secretary

GOVERNMENT OF GUAM

By _____
Governor of Guam

Approved as to form:

By _____ 8/11/10
Attorney General

STATE OF FLORIDA

COUNTY OF GLADES

The foregoing instrument was acknowledged before me this 23 day of August, 2010, by John R. Ahern, acting as ~~President~~ CHAIRMAN for CaPFA . Such person did not take an oath and: (notary must check applicable box)

✓ is/are personally known to me; or
____ produced a current _____ driver's license as identification; or
____ produced _____ as identification.

MELISSA D. ARNOLD
MY COMMISSION # DD 842588
EXPIRES: March 18, 2013
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

Melissa D. Arnold

(SEAL)

Commission expires: 3/18/2013

Guam, USA)
) ss
CITY OF TAMUNING)

ON THIS 1ST day of September, 2010, before me, a Notary Public in and for Guam, USA, personally appeared Felix Perez Camacho, known to me to be the Governor of Guam, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same of his own free act and deed on behalf of the Government of Guam for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC
My commission expires:

ARLEEN ANN EVANGELISTA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: May 07, 2011
ITC Bldg. Suite 511, 590 South Marine Corps Dr.
Tamuning, Guam 96913

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Deputy Recorder

TRUST AGREEMENT

by and between

U.S. BANK NATIONAL ASSOCIATION,
Trustee

and

CAPFA CAPITAL CORP. 2010A,
a Florida not-for-profit corporation

Dated as of October 1, 2020

RELATING TO

$65,420,000
SERIES 2020A CERTIFICATES OF PARTICIPATION
(JOHN F. KENNEDY HIGH SCHOOL –REFUNDING AND ENERGY EFFICIENCY PROJECT)
EVIDENCING AND REPRESENTING THE PROPORTIONATE INTERESTS
OF THE REGISTERED OWNERS THEREOF IN BASE RENTAL PAYMENTS TO BE MADE BY
DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM

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TRUST AGREEMENT

This TRUST AGREEMENT, dated as of October 1, 2020, by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America and qualified to accept and administer the trusts hereby created, as trustee (the "Trustee") and CAPFA CAPITAL CORP. 2010A, a Florida not-for-profit corporation qualified to do business in Guam (the "Corporation"), and acknowledged by the Government of Guam;

WITNESSETH:

WHEREAS, the Corporation was created to serve as an Instrumentality of the City of Moore Haven, Florida (the "City"), under and pursuant to Ordinance No. 214 enacted by the City on September 23, 1993, as amended by Ordinance No. 245 enacted by the City on May 26, 1998, as further amended from time to time (the "City Ordinance"); and the Corporation is to be administered for the City by the Capital Projects Finance Authority, a public body corporate and politic of the State of Florida (the "Authority"); and the Authority has entered into an Interlocal Agreement, dated as of July 1, 2010, between the Authority and the Government of Guam (the "Interlocal Agreement") evidencing interlocal cooperation between the parties to assist the financing of the Project described herein;

WHEREAS, under and pursuant to that certain Trust Agreement dated as of August 1, 2010 (the "Series 2010A Trust Agreement") by and between the Corporation and U.S. Bank National Association, as trustee thereunder, $65,735,000 principal amount of the Series 2010A Certificates of Participation (John F. Kennedy High School Project) (the "Series 2010A Certificates") were authorized, executed and delivered to finance the construction and equipping of certain educational facilities located in Tamuning, Guam, commonly known as John F. Kennedy High School, a public high school within the Department of Education, Government of Guam, designed to serve up to 2,700 students in grades 9-12, and related and ancillary facilities (the "2010 Project"); and

WHEREAS, $56,875,000 principal amount in respect of the Series 2010A Certificates remains outstanding as of the date hereof; and

WHEREAS, in connection with the 2010 Project and the execution and delivery of the Series 2010A Certificates, the Government of Guam, as lessor (the "Ground Lessor") and the Corporation, as lessee, entered into a Ground Lease, dated as of August 1, 2010 (the "Original Ground Lease"), under which the Ground Lessor leased to the Corporation that certain real estate parcel constituting the site of the 2010 Project (the "Site");

WHEREAS, the Corporation subleased to the Department of Education, Government of Guam (the "Lessee"), and the Lessee has subleased from the Corporation, the Site, and the Corporation has leased to the Lessee, and the Lessee leased from the Corporation, the school facilities located on the Site (as further defined herein, the "Facility") and certain equipment located primarily on the Site (as further defined herein, the "Equipment"), pursuant to a Lease Agreement, dated as of August 1, 2010, between the Corporation and the Lessee (the "Original Facility Lease"); and

WHEREAS, under the Original Facility Lease, the Lessee is obligated to make base rental and additional rental payments for the sublease of the Site and the lease of the Facility and the Equipment; and

WHEREAS, the Corporation and the Lessee have determined to cause the refinancing and prepayment of all or a portion of the remaining outstanding principal and interest components represented by the Series 2010A Certificates as currently outstanding under the Series 2010A Trust Agreement, and pursuant to the Escrow Agreement (defined herein) to apply a portion of proceeds of the Series 2020A Certificates (defined herein) authorized to be executed and delivered hereunder to such prepayment; and

WHEREAS, in addition to the prepayment of the Series 2010A Certificates, the Corporation, the Government and the Lessee have determined it is necessary and desirable to execute and deliver certificates in an additional principal amount for the purpose of financing and/or refinancing (i) the costs of execution and delivery of the Series 2020A Certificates and of the prepayment of the Series 2010A Certificates, and (ii) the costs of acquisition, construction and installation of a photovoltaic solar array (as more particularly defined herein, the "Series 2020A Project"), and related capitalized interest; and

WHEREAS, in connection with the Series 2020A Project and the execution and delivery of the Series 2020A Certificates, the Government and the Corporation have determined to amend the Original Ground Lease by that certain First Amendment to Ground Lease, dated as of October 1, 2020, between the Government and the Corporation (the "First Ground Lease Amendment") and the Corporation and the Lessee have determined to amend the Original Facility Lease by that certain First Amendment to Lease Agreement, dated as of October 1, 2020, between the Corporation and the Lessee (the "First Lease Amendment"); and

WHEREAS, pursuant to the Assignment and Security Agreement (the "Assignment Agreement"), dated as of October 1, 2020, by and between the Corporation and the Trustee, all right, title and interest of the Corporation in and to the Base Rentals (as defined herein), including all rights to receive the Base Rentals, have been irrevocably, absolutely and unconditionally assigned by the Corporation to the Trustee; and

WHEREAS, pursuant to the Assignment Agreement, all right, title and interest of the Corporation in and to the Ground Lease (as defined herein) and the Lease (as defined herein) are subject to a collateral assignment to the Trustee by the Corporation, under which the Corporation retains possession, control and ownership of such interest (except as therein explained) unless and until certain events of default hereunder occur, and upon certain obligations being fully satisfied all of such interest (but not including any interest in Base Rentals) unconditionally reverts to the Corporation, subject to the provisions of the Ground Lease; and

WHEREAS, in consideration of such assignment and the execution of this Trust Agreement, the Trustee has agreed to execute and deliver certificates of participation (the "Certificates") in an amount equal to the aggregate principal components of the Base Rentals due and payable under the Lease, each evidencing and representing a fractional undivided interest in such Base Rentals; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Trust Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Trust Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

SECTION 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall for all purposes hereof and of any amendment hereof or supplement hereto and of the Certificates and of any certificate, opinion, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

"Additional Certificates" means additional series of certificates of participation executed and delivered hereunder pursuant to Section 3.04 hereof.

"Authorized Denominations" means five thousand dollars ($5,000) or any integral multiple thereof.

"Additional Rentals" means the additional rental payments payable by the Lessee under and pursuant to Section 4.01(b) of the Lease.

"Assignment Agreement" has the meaning set forth in the recitals hereof.

"Authorized Officer," when used with respect to the Lessor, means the President of the Corporation, any Vice President of the Corporation, or any other officer of the Corporation who is designated in writing as an Authorized Officer for purposes of this Trust Agreement.

"Authorized Lessee Representative" means, with respect to approval of disbursements of funds from the Insurance and Maintenance Fund, the Capital Replacement Reserve and the Surplus Fund, the Superintendent of the Department of Education or another person designated in writing by the Superintendent.

"Available Funds" means, collectively, any amounts appropriated by the Legislature for the purpose of making payments under the Lease, and any amounts held in the Capitalized Interest Account and other funds and accounts (other than the Rebate Fund) established pursuant to this Trust Agreement and available to pay amounts due under the Lease.

"Base Rentals" means the base rental payments with interest components and principal components payable by the Lessee under and pursuant to Section 4.01(a) of the Lease.

"Budget" means a budget prepared each Fiscal Year by the Maintenance Contractor and approved by the Corporation and the Lessee pursuant to Sections 3.2 and 3.3 of the Maintenance Agreement setting forth a detailed estimate of all costs to be incurred with respect to the Maintenance Agreement, and a schedule of cash advances to be made by Maintenance Contractor.

"Capital Replacement Reserve" means the fund by that name established pursuant to Section 5.02.

"Capitalized Interest Account" means the account by that name established pursuant to Section 5.02.

"Capitalized Interest Period" means, with respect to the Series 2020A Certificates, the period commencing on the date of initial execution and delivery of the Series 2020A Certificates and ending on and including August 1, 2021, and with respect to any Additional Certificates, if applicable, shall have the meaning given thereto in the related Supplemental Trust Agreement.

"Certificate Obligation" means, as of any date, the aggregate principal amount of the Certificates.

"Certificate of the Lessor" means a certificate signed by an Authorized Officer of the Lessor. If and to the extent required by the provisions of Section 11.06, each Certificate of the Lessor shall include the statements provided for in Section 11.06.

"Certificate Payment Fund" means the fund by that name established pursuant to Section 5.02.

"Certificate Principal Payment Date" means for any Certificate the date designated therein as the date on which the Owner thereof is entitled to receive all or any portion of the amount of the principal represented thereby (including any Mandatory Sinking Account Payment date established for the prepayment of such Certificate).

"Certificates" means the Series 2020A Certificates and any Additional Certificates executed and delivered by the Trustee pursuant to this Trust Agreement.

"Completion Certificate" means a Certificate of the Lessor evidencing completion of the construction of the specified project in accordance with Section 5.08 hereof, in the form attached hereto as Exhibit C.

"Construction Documents" means the Maintenance Agreement, any Construction Contract, the Solar Installation Agreement, and all Project Documents, as such terms are defined in the Lease.

"Construction Monitor" means, as context requires, a construction monitor for the Project, if any, selected by the Corporation, or a construction monitor for the project selected by the Guam Department of Public Works, if any, or both.

"Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate of the Government of Guam dated the date of execution and delivery of the Certificates, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Corporation" means CAPFA Capital Corp. 2010A, a Florida not-for-profit corporation qualified to do business in Guam, and its permitted successors and assigns hereunder.

"Costs of Delivery" means costs incurred in connection with the initial execution and delivery of the Certificates and, in respect of the Series 2020A Certificates, shall include costs of the prepayment of the Series 2010A Certificates, including but not limited to printing costs; reproduction and binding costs; initial fees and charges of the Trustee and Escrow Agent; escrow fees; title and other insurance premiums; recording fees; financing costs and discounts; legal fees and charges; financial, accounting, development and other professional consultant fees; costs of rating agencies or credit ratings; insurance policy premiums; fees for execution, transportation and safekeeping of Certificates; initial fees and expenses of the Guam Economic Development Authority; initial fees and expenses of the Corporation; and other charges and fees in connection with the foregoing; and, with respect to any Additional Certificates, shall include any similar such Costs of Delivery as may be specified in the related Supplemental Trust Agreement.

"Costs of Delivery Account" means the account by that name established pursuant to Section 5.02.

"Defeasance Obligation" means cash (at all times insured by the Federal Deposit Insurance Corporation) or noncallable, non-prepayable fixed-rate: (i) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States), or (ii) obligations of the following federal agencies so long as such obligations are backed by the full faith and credit of the United States and which are rated by the Rating Agency in its highest rating category: (a) U.S. Export-Import Bank (Eximbank); (b) Rural Economic Community Development Administration; (c) Federal Financing Bank; (d) U.S. Maritime Administration; (e) U.S. Department of Housing and Urban Development (PHAs); (f) General Services Administration; (g) Small Business Administration; (h) Government National Mortgage Association (GNMA); (i) Federal Housing Administration; and (j) Farm Credit Lessee Financial Assistance Corporation.

"Depositary" means, with respect to any particular fund or account, the bank or trust company or other financial institution with similar powers designated by this Trust Agreement or by a Supplemental Trust Agreement or a Statement of the Lessor to act as the Depositary hereunder for such fund or account, its successors and assigns, and any other bank or trust company or financial institution which may at any time be substituted in its place, as provided in Article VIII herein.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Electronic Means" shall mean e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the sender, or another similar method or system of electronic transmission specified by any Fiduciary as available for use in connection with carrying out any responsibilities hereunder and incorporating customary security measures appropriate to the contents.

"Equipment" means certain equipment to be located primarily on the Site, described more fully in Exhibit B to the Lease.

"Escrow Agent" means U.S. Bank National Association, as escrow agent pursuant to the Letter of Escrow Instructions.

"Escrow Fund" means the escrow fund directed to be established by the Escrow Agent pursuant to the Letter of Escrow Instructions.

"Event of Default" means an Event of Default hereunder as provided in Section7.01.

"Facility" means the educational facilities located in Tamuning, Guam, commonly known as John F. Kennedy High School, described in Exhibit B to the Lease.

"Fiduciaries" means the Trustee, each Depositary, each Registrar and each Paying Agent.

"Financial Newspaper" means The Wall Street Journal or The Bond Buyer, or any other newspaper or journal publishing financial news and selected by the Trustee that is printed in the English language, is customarily published on each business day and is circulated in Hagåtña, Guam, and New York, New York.

"Financing Documents" means the Ground Lease, the Lease, the Assignment Agreement, and this Trust Agreement, as such documents may be amended from time to time in accordance with their respective terms and the terms of this Trust Agreement.

"First Amendment to Insurance and Maintenance Agreement" means that certain First Amendment to Insurance and Maintenance Agreement, dated as of October 1, 2020, among the Corporation, the Lessee, the Maintenance Contractor and the Trustee.

"First Ground Lease Amendment" means that certain First Amendment to Ground Lease, dated as of October 1, 2020, between the Government and the Corporation.

"First Lease Amendment" means that certain First Amendment to Lease, dated as of October 1, 2020, between the Government and the Corporation.

"Fiscal Year" means the period beginning on October 1 of each year and ending on the next succeeding September 30.

"Governor" means the Governor of Guam.

"Ground Lease" means that certain Ground Lease, dated as of August 1, 2010, between the Government and the Corporation, as amended by the First Ground Lease Amendment, and as it may be further amended or supplemented from time to time.

"Insurance and Maintenance Fund" means the fund by that name established pursuant to Section 5.02.

"Interest Fund" means the fund by that name established within the Certificate Payment Fund pursuant to Section 5.02.

"Interest Payment Date" means for any Certificate each February 1 or August 1 on which interest is due on such Certificate as provided herein.

"Interlocal Agreement" means the Interlocal Agreement, dated as of July 1, 2010, between the Capital Projects Finance Authority, a public body corporate and politic of the State of Florida, and the Government of Guam, as the same may be amended from time to time.

"Lease" means that certain Lease Agreement, dated as of August 1, 2010, between the Corporation and the Lessee, as amended by the First Lease Amendment, and as it may be further amended or supplemented from time to time.

"Legislature" means the Guam Legislature.

"Lessee" means the Department of Education, Government of Guam, and its permitted successors and assigns.

"Lessor" means the Corporation, as lessor under and pursuant to the Lease.

"Letter of Escrow Instructions" means that certain Letter of Escrow Instructions, dated as of October 1, 2020, from the Corporation to the Escrow Agent.

"Maintenance Agreement" means the Insurance and Maintenance Agreement, dated as of August 1, 2010, by and among the Maintenance Contractor, the Lessee, the Corporation, and the Trustee, as amended by the First Amendment to Insurance and Maintenance Agreement, and as the same may be further amended or supplemented from time to time, and any other agreement for the performance of substantially the same services with respect to the Project.

"Maintenance Contractor" means General Pacific Services LLC, a Guam corporation, and its permitted successors and assigns under the Maintenance Agreement.

"Mandatory Sinking Account Payment" means the amount to be paid by the Lessee on any single date for the payment of Term Certificates as specified in this Trust Agreement.

"Moody's" means Moody's Investors Service, and its successors and assigns.

"Net Proceeds" means the amounts remaining from the gross proceeds of any insurance claim or condemnation award made in connection with the Project, and any amounts received by the Trustee as a result of proceedings taken in an Event of Default or any event or circumstance that with the giving of notice or the passage of time, or both, would constitute an Event of Default, in each case after deducting all expenses (including reasonable attorneys' fees) incurred in the collection of such claim or award or such proceedings.

"Opinion of Counsel" means a written opinion of counsel of recognized national standing in the field of law relating to municipal securities, appointed and paid by the Lessee or Lessor.

"Outstanding," when used as of any particular time with reference to Certificates, means (subject to the provisions of Section 9.02) all Certificates except --

(1) Certificates cancelled by the Trustee or delivered to the Trustee for cancellation;

(2) Certificates paid or deemed to have been paid within the meaning of Section 10.01; and

(3) Certificates in lieu of or in substitution for which other Certificates shall have been executed and delivered by the Trustee pursuant to Section 2.09.

"Owner" means any person or entity who shall be the registered owner of any Outstanding Certificate.

"Participants" means, with respect to a Securities Depository for the Certificates, those participants listed in such Securities Depository's book-entry system as having an interest in the Certificates.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Paying Agent" means the Trustee, as paying agent appointed pursuant to this Trust Agreement, and its successors and assigns as provided in Article VIII.

"Permitted Investments" means

(1) Defeasance Obligations;

(2) obligations, debentures, notes or other evidence of indebtedness issued by the Federal Housing Administration provided such obligations are backed by the full faith and credit of the United States;

(3) senior debt obligations of the Federal Home Loan Banks, or senior debt obligations rated in the highest long-term rating category by at least two nationally-recognized rating agencies (excluding stripped mortgage securities which are purchased at prices exceeding their principal amounts) of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;

(4) interest-bearing demand or time deposits (including certificates of deposit) which are continuously and fully insured by the Federal Deposit Insurance Corporation and are rated at the highest short-term rating category by at least two nationally-recognized rating agencies, provided that any such deposit must mature no more than 360 days after the date of its purchase by the Trustee;

(5) obligations, including deposits, federal funds borrowings and banker's acceptances, of any domestic commercial bank, or of the subsidiary lead bank of any domestic bank holding company, which itself has an unsecured, uninsured and unguaranteed obligation of equivalent maturity rated in at least the second highest long term major rating category by at least two nationally-recognized rating agencies and the short term debt obligations of which are rated in the highest short-term rating category by at least two nationally-recognized rating agencies and maturing no more than 360 calendar days after the date of purchase;

(6) commercial paper rated at least the highest short-term rating category by at least two nationally recognized rating agencies and which matures not more than 270 calendar days after the date of purchase;

(7) money market funds (including those offered by the Trustee or its affiliates) which (i) are subject to Securities and Exchange Commission Rule 2a-7, (ii) either (a) are restricted to obligations that are Defeasance Obligations or (b) are registered under the Investment Company Act of 1940 and the shares of which are registered under the Securities Act of 1933, and (iii) have a rating by at least two nationally-recognized rating agencies in the highest short-term or fund rating category;

(8) investment agreements with corporations, associations or financial institutions which have general obligations rated in at least the second highest long term rating category by at least two nationally-recognized rating agencies; and

(9) any other investment, the use of which is approved in writing by the Corporation in its sole and absolute discretion and confirmed in writing by each Rating Agency to have no adverse impact on the rating of the Certificates.

"Principal Corporate Trust Office" means, with respect to the Trustee, the principal corporate trust office of the Trustee located in St. Paul, Minnesota.

"Principal Fund" means the fund by that name established within the Certificate Payment Fund pursuant to Section 5.02.

"Project" means, collectively, the Facility, the Equipment and the Lessor's leasehold interest in the Site.

"Project Costs" means all costs of payment of, or reimbursement for, planning, design, engineering, construction, developer costs and fees, testing, acquisition, installation and financing and refinancing of the Facility and Equipment, including but not limited to, architect, engineering and installation management costs; administrative costs and capital expenditures relating to installation and financing payments; the interest component of Base Rental payments due and payable by the Lessee during the Capitalized Interest Period; leasehold and leasehold

improvement acquisition costs; sales tax; transfer tax; costs of accounting, feasibility, environmental and other reports; inspection costs; permit fees; filing and recording costs; financing costs and discounts; legal fees and charges; financial and other professional consultant fees; insurance policy premiums; construction monitor fees and expenses; and other charges and fees in connection with the foregoing.

"Project Fund" means the fund by that name established pursuant to Section 5.02(a).

"Rating Agency" means, at any given time, any nationally recognized rating agency then maintaining a rating on the Certificates at the request of the Corporation or the Government, and initially shall mean Moody's and S&P.

"Rebate Fund" means the fund by that name established pursuant to Section 5.04.

"Redemption Fund" means the fund by that name established within the Certificate Payment Fund pursuant to Section 5.02.

"Registrar" means the Trustee as registrar appointed pursuant to this Trust Agreement, and its successors and assigns as provided in Article VIII.

"Rentals" means the Base Rentals and the Additional Rentals.

"S&P" means Standard & Poor's Global Ratings, a Standard & Poor's Financial Services LLC business, a New York corporation, and its successors and assigns.

"Securities Depository" means DTC or any other qualified securities depository selected as set forth in Section 2.10 hereof.

"Serial Certificates" means Certificates, if any, for which no Mandatory Sinking Account Payments are provided.

"Series" or "Series of Certificates" means all Certificates of like designation executed and delivered on original issuance at the same time pursuant to this Trust Agreement or any Supplemental Trust Agreement, and any Certificate or Certificates thereafter delivered in lieu of or as substitution for any of such Certificates in accordance with Section 2.09 hereof.

"Series 2010A Certificates" shall have the meaning given thereto in the recitals to this Trust Agreement.

"Series 2020A Certificates" means the Series 2020A Certificates of Participation (John F. Kennedy High School - Refunding and Energy Efficiency Project) Evidencing and Representing the Proportionate Interests of the Registered Owners thereof in Base Rental Payments to be made by the Department of Education, Government of Guam, executed and delivered by the Trustee pursuant to Article II.

"Series 2020A Project" means the acquisition, construction and installation of a photovoltaic solar array on the Site for the benefit of the Facility as more particularly described in the Solar Installation Agreement.

"Sinking Account" means an account by that name established within the Principal Fund pursuant to Sections 4.01(b) and 5.02.

"Site" means the site upon which the Facility will be acquired and constructed and/or converted, as and to the extent described in Exhibit A to the Lease.

"Solar Installation Agreement" means that certain Solar Installation Agreement dated as of October 13, 2020, by and between General Pacific Services, LLC, a Guam corporation, and the Corporation.

"Supplemental Trust Agreement" means a trust agreement which supplements or amends this Trust Agreement.

"Tax Certificate" means a certificate relating to Section 148(f) of the Internal Revenue Code of 1986, executed by the Lessee on the date of execution and delivery of the related Certificates, as it may be supplemented or amended from time to time.

"Term Certificates" means the Certificates, if any, payable at or before their specified Certificate Principal Payment Date from Mandatory Sinking Account Payments established for that purpose and calculated to retire such Certificates.

"Trust Agreement" means this Trust Agreement by and between the Trustee and the Corporation, dated as of October 1, 2020, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

"Trustee" has the meaning set forth in the preambles, or any other bank or trust company which may at any time be substituted as Trustee as provided in Section 8.02.

"Trust Estate" means all property, rights and interest assigned or granted to the Trustee pursuant to the Assignment Agreement or this Trust Agreement, as further described in Section 5.01.

"Written Request of the Lessor" means an instrument in writing signed by an Authorized Officer of the Lessor.

SECTION 1.02 Equal Security. In consideration of the acceptance of the Certificates by the Owners, this Trust Agreement shall be deemed to be and shall constitute a contract between the Trustee and the Owners to secure the full and final payment of the interest and principal represented by the Certificates which may be executed and delivered hereunder, subject to the agreements, conditions, covenants and terms contained herein; and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners without distinction, preference or priority as to security or otherwise of any Certificates over any other Certificates by reason of the number or date thereof or the time of

execution or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

TERMS AND CONDITIONS OF CERTIFICATES

SECTION 2.01 Preparation of Certificates. Certificates may be executed and delivered hereunder from time to time in an aggregate principal amount equal to the principal component of Base Rentals to become due under the Lease. The Trustee is hereby authorized to execute and deliver, pursuant to Section 3.01 hereof, one initial series of the Certificates, to be designated "Series 2020A Certificates of Participation (John F. Kennedy High School – Refunding and Energy Efficiency Project)" in the aggregate principal amount of sixty-five million four hundred twenty thousand dollars ($65,420,000), evidencing and representing the aggregate principal components of the Base Rentals and evidencing and representing a fractional undivided interest in the Base Rentals.

SECTION 2.02 Dating of Certificates. The Series 2020A Certificates shall be dated the date of their delivery.

SECTION 2.03 Payment Dates of Certificates; Medium, Method and Place of Payment. The Series 2020A Certificates shall have Certificate Principal Payment Dates of February 1 in the following years, and shall evidence and represent a principal component in the following amounts, with an interest component with respect thereto calculated on the basis of a 360-day year composed of twelve 30-day months at the following rates:

Certificate Principal Payment Date (February 1)	Principal Component	Interest Rate
2025	$ 6,825,000	3.625%
2030	15,105,000	4.250
2040	43,490,000	5.000

The payment of principal represented by the Series 2020A Certificates shall represent the sum of the portion of the Base Rentals designated as a principal component coming due on such date.

The interest represented by each Series 2020A Certificate shall be payable on February 1 and August 1 of each year, beginning on February 1, 2021 and continuing to and including its Certificate Principal Payment Date or the date of prepayment prior thereto. The interest represented by such Certificates shall represent the sum of the portions of the Base Rentals designated as interest components coming due on each Interest Payment Date for the Certificates. Each such Certificate shall evidence and represent interest from February 1 or August 1 next preceding the date of execution thereof by the Trustee, unless such date of execution is prior to the close of business on January 15, 2021, in which case such Certificate

shall evidence and represent interest from the date of delivery of such Certificates, or unless such date of execution is a day during the period from and including the fifteenth (15th) day of the month next preceding any Interest Payment Date to and including such Interest Payment Date, in which case such Certificate shall evidence and represent interest from such Interest Payment Date.

The Certificates may be executed and delivered only in Authorized Denominations.

The principal and premium, if any, represented by the Certificates shall be payable in lawful money of the United States of America to the Owner thereof, upon surrender thereof at the Principal Corporate Trust Office of the Trustee. The interest represented by Certificates shall be payable in like lawful money to the person whose name appears on the Certificate registration books of the Registrar as the Owner thereof as of the close of business on the fifteenth (15th) day of the month immediately preceding the month in which the Interest Payment Date occurs, whether or not such day is a business day, such interest to be paid by check or draft mailed on such Interest Payment Date to such Owner at such address as appears on such registration books or at such address as may have been filed with the Trustee for that purpose. Upon the written request of a registered owner of one million dollars ($1,000,000) or more in principal amount of Certificates submitted to the Trustee on or before the fifteenth (15th) day of the month preceding any Interest Payment Date, interest with respect to such Certificates shall be paid by wire transfer in immediately available funds to the bank account number in the United States of said owner on file with the Trustee.

SECTION 2.04 Form of Series 2020A Certificates. The Series 2020A Certificates and the assignment to appear thereon shall be in substantially the forms, respectively, incorporated as Exhibit A hereto with necessary or appropriate insertions, omissions and variations as permitted or required hereby.

SECTION 2.05 Execution of Certificates. The Certificates shall be executed by the Trustee by the manual signature of an authorized officer of the Trustee.

SECTION 2.06 Transfer and Payment of Certificates; Exchange of Certificates. All Certificates are transferable by the Owner thereof, in person or by such Owner's attorney duly authorized in writing, at the Principal Corporate Trust Office of the Trustee on the books required to be kept by the Trustee pursuant to the provisions of Section 2.07, upon surrender of such Certificates for cancellation accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Trustee. The Trustee may treat the Owner of any Certificate as the absolute owner of such Certificate for all purposes, whether or not such Certificate shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal represented by such Certificate shall be made only to such Owner, which payments shall be valid and effectual to satisfy and discharge the liability represented by such Certificate to the extent of the sum or sums so paid.

Whenever any Certificate or Certificates shall be surrendered for transfer, the Trustee shall execute and deliver a new Certificate or Certificates of the same Certificate

Principal Payment Date representing the same principal amount. The Trustee shall require the payment by any Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Certificates may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of Certificates of other Authorized Denominations of the same Certificate Principal Payment Date. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Trustee shall not be required to transfer or exchange any Certificate after the first day of the month next preceding each Interest Payment Date for such Certificate, and the Trustee shall not be required to transfer or exchange any Certificate selected for prepayment in whole or in part from and after the date of mailing the notice of prepayment of such Certificate or such part thereof.

SECTION 2.07 Certificate Registration Books. The Registrar will keep at its Principal Corporate Trust Office sufficient books for the registration and transfer of the Certificates, which books shall be available for inspection by the Lessor or any Owner or such Owner's agent duly authorized in writing at reasonable hours and under reasonable conditions; and upon presentation for such purpose the Registrar shall, under such reasonable regulations as it may prescribe, register or transfer the Certificates on such books as hereinabove provided.

SECTION 2.08 Temporary Certificates. The Certificates may be initially delivered in temporary form exchangeable for definitive Certificates when ready for delivery, which temporary Certificates shall be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Trustee, shall be in fully registered form and shall contain such reference to any of the provisions hereof as may be appropriate. Every temporary Certificate shall be executed and delivered by the Trustee upon the same conditions and terms and in substantially the same manner as definitive Certificates. If the Trustee executes and delivers temporary Certificates, it will prepare and execute definitive Certificates without delay, and thereupon the temporary Certificates may be surrendered at the Principal Corporate Trust Office of the Trustee in exchange for such definitive Certificates, and until so exchanged such temporary Certificates shall be entitled to the same benefits hereunder as definitive Certificates executed and delivered hereunder.

SECTION 2.09 Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate shall become mutilated, the Trustee, at the expense of the Owner thereof, shall execute and deliver a new Certificate of like tenor, Certificate Principal Payment Date and number in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be cancelled by it. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and if such evidence is satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner thereof, shall execute and deliver a new Certificate of like tenor and Certificate Principal Payment Date, numbered as the Trustee shall determine, in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of

a sum not exceeding the actual cost of preparing each new Certificate executed and delivered by it under this Section and of the expenses which may be incurred by it under this Section. Any Certificate executed and delivered under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits hereof with all other Certificates executed and delivered hereunder, and the Trustee shall not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of executing and delivering a new Certificate for a Certificate which has been lost, destroyed or stolen and which has matured, the Trustee may make payment of such Certificate to the Owner thereof.

SECTION 2.10 Special Covenants as to Book-Entry Only System.

(a) Except as otherwise provided in subsections (b) and (c) of this Section 2.10, all of the Certificates initially executed and delivered hereunder shall be registered in the name of Cede & Co., as nominee for DTC, or such other nominee as DTC shall request pursuant to the Representation Letter relating to the Certificates (the "Representation Letter"). Payment of the interest represented by any Certificate registered in the name of Cede & Co. shall be made on each Interest Payment Date for such Certificates to the account, in the manner and at the address indicated in or pursuant to the Representation Letter.

(b) The Certificates executed and delivered hereunder shall be in the form of a single fully registered certificate for each stated Certificate Principal Payment Date representing the aggregate principal amount of the Certificates maturing on such date. Upon initial execution and delivery of the Certificates, the ownership of all such Certificates shall be registered in the registration records maintained by the Trustee pursuant to Section 2.07 in the name of Cede & Co., as nominee of DTC, or such other nominee as DTC shall request pursuant to the Representation Letter. The Trustee and the Lessor and any paying agent may treat DTC (or its nominee) as the sole and exclusive owner of the Certificates registered in its name for the purposes of payment of the principal or prepayment price of and interest represented by such Certificates, selecting the Certificates or portions thereof to be prepaid, giving any notice permitted or required to be given to Owners under the Trust Agreement, registering the transfer of Certificates, obtaining any consent or other action to be taken by Owners of the Certificates and for all other purposes whatsoever; and neither the Trustee nor the Lessor nor any paying agent shall be affected by any notice to the contrary. Neither the Trustee nor the Lessor nor any paying agent shall have any responsibility or obligation to any Participant (which shall mean, for purposes of this Section 2.10, securities brokers and dealers, banks, trust companies, clearing corporations and other entities, some of whom directly or indirectly own DTC), any person claiming a beneficial ownership interest in the Certificates under or through DTC or any Participant, or any other person which is not shown on the registration records as being an Owner, with respect to (i) the accuracy of any records maintained by DTC or any Participant, (ii) the payment by DTC or any Participant of any amount in respect of the principal or prepayment price of or interest represented by the Certificates, (iii) any notice which is permitted or required to be given to Owners under the Trust Agreement, (iv) the selection by DTC or any Participant of any person to receive payment in the event of a partial prepayment of the

Certificates, or (v) any consent given or other action taken by DTC as Owner. The Trustee shall pay all principal and premium, if any, and interest represented by the Certificates only at the times, to the accounts, at the addresses and otherwise in accordance with the Representation Letter, and all such payments shall be valid and effective to satisfy fully and discharge the Lessee's obligations with respect to the principal and premium, if any, and interest represented by the Certificates to the extent of the sum or sums so paid. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of its then existing nominee, the Certificates will be transferable to such new nominee in accordance with subsection (f) of this Section 2.10.

(c) In the event that the Lessor determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificates, the Trustee shall, upon the written instruction of the Lessor, so notify DTC, whereupon DTC shall notify the Participants of the availability through DTC of certificates. In such event, the certificates will be transferable in accordance with subsection (f) of this Section 2.10. DTC may determine to discontinue providing its services with respect to the Certificates at any time by giving written notice of such discontinuance to the Lessor and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event, the Certificates will be transferable in accordance with subsection (f) of this Section 2.10. Whenever DTC requests the Lessor and the Trustee to do so, the Trustee and the Lessor will cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of all certificates evidencing the Certificates then Outstanding. In such event, the Certificates will be transferable to such securities depository in accordance with subsection (f) of this Section 2.10, and thereafter, all reference in this Trust Agreement to DTC or its nominee shall be deemed to refer to such successor securities depository and its nominee, as appropriate.

(d) Notwithstanding any other provision of this Trust Agreement to the contrary, so long as all Certificates Outstanding are registered in the name of any nominee of DTC, all payments with respect to the principal, premium and interest represented by each such Certificate and all notices with respect to each such Certificate shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) The Trustee is hereby authorized and requested to execute and deliver the Representation Letter and, in connection with any successor nominee for DTC and any successor depository, enter into comparable arrangements, and shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Trust Agreement.

(f) In the event that any transfer or exchange of Certificates is authorized under subsection (b) or (c) of this Section 2.10, such transfer or exchange shall be accomplished upon receipt by the Trustee from the registered owner thereof of the Certificates to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of Section 2.06. The reasonable cost of such Certificate transfer or exchange shall be paid by the registered owner thereof. In the event certificates are issued to Owners other than Cede & Co., its successor as nominee for DTC as Owner of all the Certificates, another securities depository as Owner of all the Certificates, or the nominee of such successor securities depository, the provisions of this Article II also shall apply

to, among other things, the registration, exchange and transfer of the Certificates and the method of payment of principal, premium, if any, and interest represented by the Certificates.

ARTICLE III

PROCEEDS OF CERTIFICATES; ADDITIONAL CERTIFICATES

SECTION 3.01 Delivery of Certificates. The Trustee is hereby authorized to execute and deliver the Series 2020A Certificates upon receipt of a Written Request of the Corporation and upon receipt of the proceeds of sale thereof.

SECTION 3.02 Deposit of Proceeds of Series 2020A Certificates and other Moneys. The proceeds received from the sale of the Series 2020A Certificates in the amount of $64,847,703.76 (consisting of the par amount of the Series 2020A Certificates in the amount of $65,420,000, plus premium in the amount of $318,346.80, less underwriters' discount in the amount of $890,643.04) plus $5,163,133.13 which is hereby directed to be released and transferred from the Certificate Debt Service Reserve Fund held under the Series 2010A Trust Agreement, shall be deposited by the Trustee in the following respective funds and accounts and applied as follows:

(a) the sum of $58,795,225.00 (constituting $54,131,276.08 of proceeds of the Series 2020A Certificates plus $4,663,948.92 derived from the release of the aforementioned Certificate Debt Service Reserve Fund) shall be transferred to the Escrow Fund for the purpose of prepaying the Series 2010A Certificates.

(b) the Trustee shall deposit in the Capitalized Interest Account the sum of $321,595.01.

(c) the Trustee shall deposit in the Costs of Delivery Account the sum of $1,437,832.67.

(d) the Trustee shall deposit in the Project Fund the sum of $8,957,000.00.

(e) the Trustee shall deposit in the Insurance and Maintenance Fund the sum of $401,809.21.

(f) the Trustee shall deposit in the Capital Replacement Reserve the sum of $97,375.00.

SECTION 3.03 [RESERVED]

SECTION 3.04 Execution and Delivery of Additional Certificates. In addition to the Series 2020A Certificates, the Corporation and the Trustee may by Supplemental Trust Agreement provide for the execution and delivery of Additional Certificates representing additional Base Rentals, and the Trustee may execute and deliver to or upon the Written Request of the Lessor, such Additional Certificates, in such principal amount as shall equal the additional principal component of the Base Rentals, but only upon compliance with the provisions of

Section 3.05, and subject to the following specific conditions, which are hereby made conditions precedent to the execution and delivery of any such Additional Certificates:

(a) Neither the Lessor nor the Lessee shall be in default under the Trust Agreement, any Supplemental Trust Agreement, the Lease or any other Financing Document.

(b) Said Supplemental Trust Agreement shall require that the proceeds of the sale of such Additional Certificates shall be applied (i) to pay the costs of additions, modifications or improvements to the Project, or rebuilding or replacement of the Project following a casualty loss, or (ii) for the refunding or prepayment of any Certificates then Outstanding, including the payment of costs and expenses of and incident to the authorization and sale of such Additional Certificates and refunding or prepayment of the Certificates, including any prepayment premium. Said Supplemental Trust Agreement may also provide that a portion of such proceeds shall be applied to the payment of the interest components due or to become due with respect to said Additional Certificates during the estimated period of any construction and for a period of not to exceed twelve months thereafter.

(c) [RESERVED].

(d) The Additional Certificates shall be payable as to principal on February 1 of each year in which principal components are due and shall be payable as to interest on February 1 and August 1 as specified in such Supplemental Trust Agreement or as provided herein.

(e) The aggregate principal amount of Certificates executed and delivered and at any time Outstanding hereunder shall not exceed any limit imposed by law, by this Trust Agreement or by any Supplemental Trust Agreement.

(f) The Lease shall have been amended so that the Base Rentals are payable at such times and in such manner as may be necessary to provide for the payment of the principal and interest represented by the Additional Certificates.

(g) The Ground Lease shall have been amended to the extent necessary.

(h) Said Supplemental Trust Agreement shall provide for Certificate Principal Payment Dates and for mandatory prepayments of Certificates in amounts sufficient to provide for payment of the Certificates from principal and interest components of Base Rental.

Each Owner of Additional Certificates shall have the same rights upon an Event of Default as the Owner of any other Certificates executed and delivered under this Trust Agreement, except as otherwise provided in the Supplemental Trust Agreement under which Additional Certificates are executed and delivered.

SECTION 3.05 Proceedings for Authorization of Additional Certificates. Whenever there are to be executed and delivered any Additional Certificates pursuant to Section 3.04, the Corporation and the Trustee shall enter into a Supplemental Trust Agreement providing for the execution and delivery of such Certificates, specifying the maximum principal amount of such Certificates and prescribing the terms and conditions of such Certificates.

Such Supplemental Trust Agreement shall prescribe the form or forms of such Certificates and, subject to the provisions of Section 3.04, shall provide for the distinctive designation, denominations, dates, payment dates, interest rates, interest payment dates, provisions for prepayment (if desired) and places of payment of principal and interest.

Before Additional Certificates shall be executed and delivered, the following documents shall be filed with the Trustee:

(a) One or more Opinions of Counsel (addressed to the Trustee) setting forth (1) that such Counsel has reviewed the Supplemental Trust Agreement and the amendment to the Lease required by Section 3.04(f); (2) that the execution and delivery of the Additional Certificates have been duly authorized by the Lessee; (3) that the execution and delivery of said Supplemental Trust Agreement is authorized or permitted by this Trust Agreement; (4) that said Supplemental Trust Agreement, when duly executed by the Corporation, will be the valid and binding obligation of the Corporation, (5) that said amendment to the Lease, when duly executed by the Lessor and the Lessee, will be valid and binding obligations of the Lessor and the Lessee, respectively, and (6) that the execution and delivery of said Supplemental Trust Agreement is authorized or permitted by the Interlocal Agreement.

(b) A Certificate of the Lessor and the Lessee stating that the Lessor and the Lessee are not in default under the Lease, this Trust Agreement, any Supplemental Trust Agreement or any other Financing Document and that the insurance required by the Lease is in effect.

(c) Evidence of approval of the amended Lease and Ground Lease (if applicable) by the Governor of Guam.

If such Additional Certificates are being executed and delivered for the purpose of providing for the defeasance of Certificates, before such Additional Certificates shall be executed and delivered, the following additional documents shall be filed with the Trustee:

(x) A defeasance opinion of Special Counsel addressed to the Trustee with regard to the Certificates paid or deemed to be paid from the proceeds of such Additional Certificates; and

(y) The opinions and documents required by Section 10.01(b) and (c).

Upon the delivery to the Trustee of the foregoing instruments and upon compliance with the additional requirements, if any, set forth in the Supplemental Trust Agreement, the Trustee shall execute and deliver said Additional Certificates in the aggregate principal amount specified in such Supplemental Trust Agreement, to, or upon the Written Request of, the Lessor.

ARTICLE IV

PREPAYMENT OF CERTIFICATES

SECTION 4.01 Terms of Prepayment.

(a) Extraordinary Prepayment. The Series 2020A Certificates are subject to prepayment on any date prior to their respective Certificate Principal Payment Dates, as a whole, or in part, from and to the extent of any Net Proceeds received with respect to all or a portion of the Project, if such amounts are not used to repair or replace the Project in accordance with the provisions of Article X of the Lease, under the circumstances and upon the conditions and terms prescribed herein and in the Lease, at a prepayment price equal to the sum of the principal amount represented thereby plus accrued interest represented thereby to the date fixed for prepayment, without premium.

(b) Optional Prepayment. The Series 2020A Certificates payable on or before February 1, 2030, shall not otherwise be subject to optional prepayment (other than pursuant to Section 4.01(a)) before their respective stated Certificate Principal Payment Dates. The Series 2020A Certificates payable on or after February 1, 2031, shall be subject to prepayment prior to their respective stated Certificate Principal Payment Dates, at the option of the Lessor, as a whole or in part on any date, from any source of Available Funds, including Purchase Price payments made by the Lessee pursuant to Section 14.04 of the Lease, on or after February 1, 2030, at a prepayment price equal to the sum of the principal amount represented thereby plus accrued interest represented thereby to the date fixed for prepayment, without premium.

(c) Mandatory Sinking Account Prepayment.

The $6,825,000 Term Certificates maturing on February 1, 2025, are also subject to mandatory sinking account prepayment on the dates and in the respective principal amounts as set forth in the following schedule, at a prepayment price equal to the principal amount thereof to be prepaid (without premium), together with interest accrued thereon to the date fixed for prepayment:

Mandatory Sinking Account Payment Date (February 1)	Mandatory Sinking Account Payment Amount
2022	$20,000
2023	1,580,000
2024	2,565,000
2025*	2,660,000

*Final maturity

The $15,105,000 Term Certificates maturing on February 1, 2030, are also subject to mandatory sinking account prepayment on the dates and in the respective principal amounts as set forth in the following schedule, at a prepayment price equal to the principal amount thereof to be prepaid (without premium), together with interest accrued thereon to the date fixed for prepayment:

Mandatory Sinking Account Payment Date (February 1)	Mandatory Sinking Account Payment Amount
2026	$2,770,000
2027	2,890,000
2028	3,015,000
2029	3,145,000
2030*	3,285,000

*Final maturity

The $43,490,000 Term Certificates maturing on February 1, 2040, are also subject to mandatory sinking account prepayment on the dates and in the respective principal amounts as set forth in the following schedule, at a prepayment price equal to the principal amount thereof to be prepaid (without premium), together with interest accrued thereon to the date fixed for prepayment:

Mandatory Sinking Account Payment Date (February 1)	Mandatory Sinking Account Payment Amount
2031	$3,435,000
2032	3,610,000
2033	3,800,000
2034	3,995,000
2035	4,195,000
2036	4,415,000
2037	4,640,000
2038	4,875,000
2039	5,130,000
2040*	5,395,000

*Final maturity

The Trustee shall establish and maintain within the Principal Fund established pursuant to Section 5.02 a separate account for each Term Certificate designated as the "_____ Sinking Account", inserting therein the Certificate Principal Payment Date (if more than one such account is established) of such Certificates. With respect to each Sinking Account, on each Mandatory Sinking Account Payment date established for such Sinking Account, the Trustee shall apply the Mandatory Sinking Account Payment required on that date to the prepayment (or payment at the Certificate Principal Payment Date, as the case may be) of Term Certificates for which such Sinking Account was established, upon the notice and in the manner provided in this Article IV. If, during the twelve-month period immediately preceding said Mandatory Sinking Account Payment Date, the Trustee has purchased Term Certificates of such Certificate Principal Payment Date with moneys in such Sinking Account, or, during said period and prior to giving said notice of prepayment, the Lessee has deposited Term Certificates of such payment date with the Trustee, or Term Certificates of such payment date were at any time purchased or prepaid by the Trustee from the Redemption Fund and allocable to said Mandatory Sinking Account Payment, such Certificates so purchased or deposited or prepaid shall be allocated first to the next succeeding Mandatory Sinking Account Payment for such Certificates, then as instructed by the Lessor and if not so instructed pro rata to the remaining Mandatory Sinking Account Payments required for such Certificates in proportion to the amount of such Mandatory Sinking Account Payments. All Certificates purchased or deposited pursuant to this subsection shall be cancelled and delivered by the Trustee to or upon the Written Request of the Lessor.

SECTION 4.02 Selection of Certificates for Prepayment. Whenever less than all the Outstanding Certificates are to be prepaid other than by mandatory sinking account prepayment, the Trustee shall select the Certificates to be prepaid from such Certificate Principal Payment Dates in such amounts as shall be determined by the Lessor; *provided, however,* that upon the occurrence and continuance of an Event of Default or any event or circumstance that with the giving of notice or the passage of time, or both, would constitute an Event of Default, such amounts shall be determined by the Trustee and shall be as nearly as practicable the same proportion of each Certificate. Whenever less than all the Outstanding Certificates payable on any one Certificate Principal Payment Date are to be prepaid on any one date in the absence of an Event of Default or any event or circumstance that with the giving of notice or the passage of time, or both, would constitute an Event of Default, the Trustee shall select the Certificates of such Certificate Principal Payment Date to be prepaid from the Outstanding Certificates payable on such Certificate Principal Payment Date by lot in any manner that the Trustee deems fair, and the Trustee shall promptly notify the Lessor and the Lessee in writing of the numbers of the Certificates so selected for prepayment on such date. For purposes of such selection, Certificates shall be deemed to be composed of $5,000 portions, and any such portion may be separately prepaid.

SECTION 4.03 Notice of Prepayment. Notice of prepayment shall be mailed, first class postage prepaid, to the respective Owners of any Certificates designated for prepayment at their addresses appearing on the books required to be kept by the Trustee pursuant to the provisions of Section 2.07 not less than twenty (20) nor more than sixty (60) days prior to the prepayment date. Each notice of prepayment shall state the prepayment date, CUSIP numbers, the prepayment place and the prepayment price, shall designate the serial numbers of the Certificates to be prepaid by giving the individual number of each Certificate or by stating

that all Certificates between two stated numbers, both inclusive, have been called for prepayment, and shall require that such Certificates be then surrendered for prepayment; and shall also state that the interest represented by the Certificates designated for prepayment shall cease to accrue from and after such prepayment date and that on such prepayment date there will become due and payable on each of the Certificates designated for prepayment the prepayment price represented thereby. Such notice shall, in addition to setting forth the above information, in the case of each Certificate called for prepayment in part only state the amount of the principal amount represented thereby which is to be prepaid.

In case of the prepayment as permitted herein of all the Certificates then Outstanding, or of all the Certificates of any one Certificate Principal Payment Date then Outstanding, notice of prepayment shall be given by mailing as hereinabove provided, except that the notice of prepayment need not specify the serial numbers of the Certificates to be prepaid.

At least twenty (20) days before each prepayment date, the Trustee shall also give notice of prepayment containing the aforementioned information to the Municipal Securities Rulemaking Board and to the Securities Depository by at least one of the following methods: (i) first class mail, postage prepaid, confirmed by telephone or Electronic Means, (ii) facsimile transmission, (iii) overnight delivery service, or (iv) mutually acceptable Electronic Means.

The Trustee shall give notice of prepayment of any Certificates to be prepaid upon receipt of a Written Request of the Lessor (which request shall be given to the Trustee at least thirty (30) days prior to the date fixed for prepayment, or such shorter period as shall be acceptable to the Trustee), but only after the Lessee shall have irrevocably made a prepaid Base Rental to the Trustee and the Trustee shall have irrevocably deposited in the Redemption Fund established pursuant to Section 5.02(c) such prepaid Base Rental in an amount sufficient for the payment of the prepayment price represented by all Certificates to be prepaid (or such notice expressly states that such prepayment is conditioned on the making of such prepaid Base Rental by Lessee as described in the following paragraph), together with the estimated expense of giving such notice. In the event that such notice contains the express statement that such prepayment is conditioned on the making of such prepaid Base Rental by Lessee, and such condition is not met, the Trustee shall give notice of the cancellation of such prepayment in the same manner and to the same parties as the notice of prepayment was given.

Any notice of optional prepayment may state that such prepayment shall be conditioned ("Conditional Notice") upon the receipt by the Trustee on or prior to the date fixed for such prepayment of moneys sufficient to pay the principal component, premium, if any, and interest component in respect of such Certificates to be prepaid or upon the occurrence of such other event or condition as shall be set forth in such Conditional Notice, and that, if such moneys shall not have been so received, or if such other event or condition shall have occurred or failed to occur (as the case may be), such Conditional Notice shall be of no force and effect and the prepayment of the Certificates specified in the Conditional Notice shall no longer be required. The Trustee shall within a reasonable time thereafter give notice, in the manner in which the original Conditional Notice was given, of the cancellation of such prepayment.

Notwithstanding the foregoing, in connection with the prepayment of any Certificates held through the book-entry-only system of the Depository Trust Company ("DTC"), in the event of any conflict between the notice requirements of this Indenture and the requirements and procedures of DTC, the requirements and procedures of DTC shall control.

The failure of the Trustee to give, or of any Owner to receive, notice of any prepayment as provided in this Section 4.03 shall not affect the validity of any such prepayment.

SECTION 4.04 Partial Prepayment of Certificates. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and deliver to the Owner thereof a new Certificate or Certificates representing the unprepaid principal amount of the Certificate surrendered.

SECTION 4.05 Effect of Prepayment. If notice of prepayment has been duly given as aforesaid and moneys for the payment of the prepayment price on the Certificates to be prepaid are held by the Trustee, then on the prepayment date designated in such notice the Certificates so called for prepayment shall become payable at the prepayment price specified in such notice; and from and after the date so designated interest represented by the Certificates so called for prepayment shall cease to accrue, such Certificates shall cease to be entitled to any benefit or security hereunder and the Owners of such Certificates shall have no rights in respect thereof except to receive payment of the prepayment price represented thereby, which money is pledged to such payment. The Trustee shall, upon surrender for payment of any of the Certificates to be prepaid, pay such Certificates at the prepayment price thereof.

All Certificates prepaid pursuant to the provisions of this Article shall be cancelled by the Trustee and shall not be redelivered.

ARTICLE V

RENTAL PAYMENTS

SECTION 5.01 Pledge and Assignment. (a) The Lessor, pursuant to the Assignment Agreement, has absolutely, irrevocably and unconditionally assigned to the Trustee all of its rights, title and interests in Base Rentals, and the Certificates each evidence and represent a fractional undivided interest in certain Base Rentals.

In addition, to secure the payment of amounts represented by the Certificates and the performance and observance by the Lessor of the covenants expressed or implied in the Assignment Agreement and this Trust Agreement, the Lessor has absolutely and irrevocably granted, transferred, assigned and conveyed the property, rights and interests described in the following paragraphs (1) through (4) below to the Trustee, for the benefit of the owners of the Certificates, and their respective successors and assigns, as their interests may appear, subject to the provisions of the Assignment Agreement and this Trust Agreement permitting the application of such property for the purposes set forth in the Assignment Agreement and in this Trust Agreement:

(1) all rights, title and interests of the Lessor under the Ground Lease;

(2) all rights of the Lessor to occupy the Facility for the term of the Ground Lease;

(3) all rights, title and interests of the Lessor under the Lease, including without limitation the following:

(i) all of Lessor's rights, title and interest in and to Additional Rentals, all of Lessor's rights to receive Additional Rentals;

(ii) all of Lessor's rights, if any, to receive any other rents, profits, products, benefits and proceeds from the Project, including, without limitation, the proceeds of any title insurance policies;

(iii) all of Lessor's rights and powers to take any actions under or with respect to the Ground Lease, the Lease or the Project Documents, including, without limitation, any rights of Lessor to:

(A) terminate the Lease and/or the Lessee's possessory rights under the Lease,

(B) re-enter the Project and eject all parties in possession thereto, including without limitation the Lessee, from the Project,

(C) use its best efforts to sell its interests in the Project or any portion thereof, including without limitation: (I) assign the Lessor's interests in the Project (including the Facility and Equipment) and/or the Lease, and (II) re-let any of the Facility, the Equipment and/or the Lessor's leasehold interest in any of the Site to a new sublessee,

(D) grant or withhold consents or approvals,

(E) require performance or other action,

(F) negotiate and/or compromise claims,

(G) assert, enforce or waive rights and/or benefits, and

(H) terminate, cancel, modify, or amend the Ground Lease and/or Lease;

(iv) any of Lessor's right of access to the Site provided in the Ground Lease or the Lease; and

(v) any and all other rights and remedies of the Lessor in the Ground Lease and the Lease (except any notice, reimbursement and indemnification provisions of the Lease for the benefit of the Lessor); and

(4) all of the proceeds of the foregoing, including, without limitation, investments and investment income (except as excluded above).

(b) In addition, subject only to the provisions of this Trust Agreement permitting the use and application thereof for the purposes and on the terms and conditions set forth herein the Lessor hereby grants, transfers, assigns and conveys to the Trustee, for the benefit of the Owners from time to time of the Certificates, to secure the payment of the amounts represented by the Certificates in accordance with their terms and this Trust Agreement and to secure the obligations of the Lessor under this Trust Agreement:

(1) all of its interests in the Construction Documents; and

(2) all of its interests in any amounts held in any fund or account established pursuant to this Trust Agreement (except the Rebate Fund, which shall be governed by the provisions of Section 5.04 hereof).

SECTION 5.02 Establishment of Funds and Accounts.

(a) The Trustee shall establish, maintain and hold in trust hereunder the following separate funds and accounts, designated as follows:

(i) Project Fund;

(ii) Costs of Delivery Account (which shall be further designated for the related Series of Certificates, in respect of the Series 2020A Bonds the "Series 2020A Costs of Delivery Account" and otherwise in respect of any Additional Certificates as may be established and designated by the related Supplemental Trust Agreement);

(iii) Holding Fund;

(iv) Capitalized Interest Account;

(v) Certificate Payment Fund, and within the Certificate Payment Fund, and within such fund Principal Fund (and within such fund, such Sinking Accounts as may be established pursuant to Section 4.01(b)), the Interest Fund, and Redemption Fund;

(vi) Insurance and Maintenance Fund;

(vii) Capital Replacement Reserve; and

(viii) Surplus Fund.

(b) All moneys at any time deposited with the Trustee shall be held by the Trustee in trust for the benefit of the Owners at any time of the Certificates, and the Lessor shall have no beneficial right or interest in any of such moneys, except as expressly provided in this Trust Agreement. All Base Rentals, Additional Rentals and other moneys so deposited shall be held, disbursed, allocated and applied only as provided in this Trust Agreement.

SECTION 5.03 Receipt and Deposit of Rentals; Application of Funds and Accounts. Pursuant to Sections 4.01, 4.03 and 4.06 of the Lease, the Lessee agrees to set aside and irrevocably deposit with the Trustee an amount sufficient, taking into account any amounts

on deposit in the Interest Fund or Principal Fund, as applicable, to pay Base Rentals in each Fiscal Year, on or before January 1 of such Fiscal Year. Upon receipt the Trustee shall deposit all such amounts into the Holding Fund. On January 26 and July 26 of each year, commencing January 26, 2021, the Trustee shall deposit into the Certificate Payment Fund the amount of moneys representing the portion of the Base Rentals designated as the interest component and principal component coming due on the next succeeding February 1 or August 1, as applicable, taking into account any amounts then on deposit in the Certificate Payment Fund, the Interest Fund or the Principal Fund, as applicable. On February 1 and August 1 of each year, commencing on February 1, 2021, the Trustee shall make the deposits, transfers or payments indicated below, in the following order of priority and in the amounts set forth below, the requirements of each fund or account, deposit, transfer or payment to be fully satisfied, leaving no deficiencies, prior to any deposit, transfer or payment later in priority, and the moneys in each of such funds and accounts shall be disbursed only for the purposes and uses authorized herein:

(i) into the Interest Fund only that amount of moneys representing the portion of the Base Rentals designated as interest components coming due on said February 1 or August 1, as applicable. Moneys in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest represented by the Certificates when due and payable.

(ii) into the Principal Fund or the applicable Sinking Account therein, that amount of moneys representing the portion of the Base Rentals designated as the principal component or Mandatory Sinking Account Payment coming due on said February 1. Moneys in the Principal Fund or any Sinking Account within the Principal Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal represented by the Certificates, or the applicable Mandatory Sinking Account Payment, when due and payable.

(iii) into the Redemption Fund, at the time that any Net Proceeds or prepaid Base Rentals are paid to the Trustee pursuant to the Lease, that amount of moneys representing such Net Proceeds or the portion of the Base Rentals designated as prepaid Base Rentals. Moneys in the Redemption Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest and principal represented by the Certificates to be prepaid pursuant to Section 4.01(a) or (b), as applicable.

On August 1, 2021, and on August 1 of each year thereafter, after all payments to be made on such date from the Holding Fund have been made, any excess amounts therein shall be deposited into the Capital Replacement Reserve, unless and until the Capital Replacement Reserve balance equals $3,200,000, and thereafter into the Surplus Fund.

Pursuant to Sections 4.01, 4.03 and 4.06 of the Lease, the Lessee agrees to pay all Additional Rentals directly to the Trustee on or before January 1 of each year, commencing January 1, 2021, in the amount as provided in the Lease. Upon receipt the Trustee shall deposit all Additional Rentals into the Holding Fund and the Trustee shall, after taking into account all amounts on deposit in the Holding Fund, make the deposits, transfers or payments indicated below from the amounts on deposit in the Holding Fund, in the following order of priority and in the amounts set forth below, the requirements of each fund or account, deposit, transfer or payment to be fully satisfied, leaving no deficiencies, prior to any deposit, transfer or payment

later in priority, and the moneys in each of such funds and accounts shall be disbursed only for the purposes and uses authorized herein:

(a) [RESERVED].

(b) into the Insurance and Maintenance Fund, from Additional Rentals and any Base Rentals in excess of the amounts required for the purposes of paragraphs (i) through (iii) above, an amount equal to the upcoming year's Budget for the payment of taxes (if any) relating to, insurance for, and capital maintenance of the Project meeting the requirements of Articles VI, VII and VIII of the Lease and determined pursuant to the procedures described in the Lease and the Maintenance Agreement. Moneys in the Insurance and Maintenance Fund shall be used and withdrawn by the Trustee pursuant to a Written Request of the Lessor in accordance with the Maintenance Agreement and the Budget, solely for the purpose of paying such costs in accordance with Section 4.01 of the Lease. In the event the Lessor submits a Written Request for disbursement of funds from the Insurance and Maintenance Fund in an amount exceeding the amount for such purpose in the Budget, or for a purpose not set forth in the Budget, such disbursement shall also be approved in writing by an Authorized Lessee Representative.

(c) into the Capital Replacement Reserve, from Additional Rentals and any Base Rentals in excess of the amounts required for the purposes of paragraphs (i) through (iii) above, after the Trustee has received a Completion Certificate a maximum annual deposit of $589,500. The balance of the Capital Replacement Reserve shall not exceed $3,200,000. Moneys in the Capital Replacement Reserve shall be used and withdrawn by the Trustee solely for the purpose of paying costs of capital maintenance of the Project, including but not limited to the replacement of major capital items of the Project and unanticipated, unbudgeted or emergency repairs of and emergency replacements for the Project meeting the requirements of Articles VI, VII and VIII of the Lease and determined pursuant to the procedures described in the Lease and the Maintenance Agreement. Moneys in the Capital Replacement Reserve shall be used and withdrawn by the Trustee in accordance with the terms of the Maintenance Agreement pursuant to a Written Request of the Lessor that has been approved in writing by an Authorized Lessee Representative.

SECTION 5.04 Rebate Fund. The Trustee shall establish and maintain a fund separate from any other fund or account established and maintained hereunder designated as the Rebate Fund. There shall be deposited by the Trustee in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate as indicated in a Written Request of the Lessor. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement (as defined in the Tax Certificate), for payment to the United States of America as indicated in a Written Request of the Lessor. Any other provision of the Trust Agreement notwithstanding, all amounts required to be deposited into or on deposit in the Rebate Fund shall be governed exclusively by this section and by the Tax Certificate. The Trustee shall be deemed conclusively to have complied with the provisions of this Section and the Tax Certificate if it follows the directions of the Lessor, and shall not be required to take any actions under this Section or the Tax Certificate in the absence of written directions from the Lessor, and shall have no liability or responsibility to enforce compliance by the Lessor with the terms of this Section or the Tax Certificate.

SECTION 5.05 Investments. Any moneys held by the Trustee in the funds and accounts hereunder (other than the Rebate Fund) shall be invested upon the Written Request of the Lessor only in Permitted Investments. All moneys held by the Trustee in the Rebate Fund shall be invested by the Trustee in accordance with the Tax Certificate and Written Request of the Lessor.

All interest and other profit derived from the investment of moneys in the Rebate Fund shall be retained in such fund. All interest and other profit derived from the investment of moneys in the Insurance and Maintenance Fund and the Capital Replacement Reserve shall be deposited to the Capital Replacement Reserve until the balance in the Capital Replacement Reserve equals $3,200,000, and then to the Surplus Fund. All interest and other profit derived from the investment of moneys in the other funds and accounts established hereunder shall be deposited in such respective funds or accounts. Investments acquired as an investment of moneys in any fund or account established under this Trust Agreement shall be credited to such fund or account.

For the purpose of determining the amount in any fund or account under this Trust Agreement, except the Rebate Fund, the amount of any obligation allocable to such fund or account shall be equal to the purchase price of such obligation (not including accrued interest, if any, paid on the purchase of such obligation) plus the amount of any discount below par accounting for any such discount ratably each year over the term of such obligation (i.e., by dividing the amount of such discount by the number of interest payments remaining to maturity and by multiplying the amount so calculated by the number of interest payment dates having passed since the date of purchase) (in this Section called "amortized value").

The Trustee or the applicable Depositary may sell at the best price reasonably obtainable, or present for redemption, any security purchased hereunder whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such security is credited, and the Trustee and such Depositary shall not be liable or responsible for any loss resulting from such investment.

Each Fiduciary may make any investments hereunder through its own bond or investment departments or trust investment department, or those of its parents or any affiliates.

Each Fiduciary or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by such Fiduciary hereunder.

The Lessor and the Lessee each acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the right to receive brokerage confirmations of security transactions as they occur, the Lessor and the Lessee each specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Lessor and the Lessee periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

SECTION 5.06 Application of Capitalized Interest Account. The proceeds of the Series 2020A Certificates deposited in the Capitalized Interest Account shall be used for the payment of a portion of the interest component in respect of the Series 2020A Certificates

and shall be transferred by the Trustee from the Capitalized Interest Account to the Interest Fund, on the date that is five Business Days prior to each of the following payment dates, and in the following amounts:

Payment Date	Amount
February 1, 2021	$120,598.13
August 1, 2021	Balance

After both of such transfers have been made, the Trustee shall close the Capitalized Interest Account.

SECTION 5.07 Application of Surplus Fund. Amounts on deposit in the Surplus Fund shall be disbursed or deposited to or upon the order of the Lessee on any date, pursuant to a written request of an Authorized Lessee Representative.

SECTION 5.08 Application of Project Fund.

(a) Before any transfer or payment is made by the Trustee with respect to the Project Fund, the Lessor shall cause to be filed with the Trustee a Written Request of the Lessor, in the form of Exhibit B hereto, showing with respect to each payment to be made the item number of the payment, the name and address of the person to whom payment is due, the amount to be paid, the purpose for which the obligation to be paid was incurred, and the account from which such payment shall be made, and further that such payment is within the limitations, if any, established by any applicable Written Request of the Lessor relating to such account. Each such Written Request of the Lessor shall state, and shall be sufficient evidence to the Trustee, that obligations in the stated amounts have been incurred, that each item thereof is a proper charge against the Project Fund and the applicable account therein, and that no part of any such amount shall be applied to any item which has previously been paid as a Project Cost or Cost of Delivery, as applicable, and shall include evidence of written approval by the Construction Monitor for the Corporation.

Upon receipt of each such Written Request of the Lessor (approved by the Construction Monitor for the Corporation, if required), the Trustee shall pay the amount set forth in such Written Request of the Lessor as directed by the terms thereof. The Trustee need not make any such payment if it has received notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys to be so paid, which has not been released or will not be released simultaneously with such payment. As provided by Section 11.01, no party other than Lessor, Lessee, the Owners or the Trustee shall have any claim to the Project Fund.

Notwithstanding the foregoing, on the Closing Date the Trustee shall be entitled to rely upon the closing instructions prepared by one or more of the Participating Underwriters as directed by the Lessor or the Authority.

(b) The Lessor shall provide a Completion Certificate in the form attached as Exhibit C including approval by the Construction Monitor promptly upon the completion of the Series 2020A Project.

(c) Upon receipt of a Completion Certificate stating that all of the Project Costs and incidental expenses have been determined and paid (or that all of such costs and expenses have been paid less specified claims which are subject to dispute and for which a retention in the Project Fund is to be maintained in the full amount of such claims until such dispute is resolved), the Trustee shall transfer any amounts remaining in the Project Fund and the accounts therein (but less the amount of any such retention) to the Certificate Payment Fund, and shall close the Project Fund. Upon transfer of amounts to the Certificate Payment Fund, said amounts shall be applied, to the extent available, as a credit against the Base Rentals due from the Lessee on each February 1 and August 1 following the date of such transfer in successive order. Upon such transfer, the Trustee shall provide written notice to the Lessee of the amount of such transfer.

(d) Lessor shall be solely responsible for the accuracy of statements made in any Written Request or Completion Certificate made by the Lessor pursuant to this Trust Agreement.

(e) Upon receipt of and in accordance with a Written Request of the Lessor, the Trustee shall establish additional accounts within the Project Fund as may be necessary or convenient to the administration of this Trust Agreement, or in connection with the execution and delivery of Additional Certificates. Such Written Request may limit the use and application of moneys in such accounts to the Project Cost categories specified by such Written Request under such conditions as are specified by such Written Request. The Lessee, to the extent it has any interest in the Project Fund or any accounts therein, hereby agrees to the trust imposed hereby on the Project Fund, all money, instruments, investment property, and other property on deposit therein or credited thereto, and the proceeds thereof, and agrees to the application of such fund in accordance herewith. In addition, without a Written Request of the Lessor, the Trustee is hereby authorized to establish such temporary funds or accounts as may be necessary or convenient to the administration of this Trust Agreement.

SECTION 5.09 Application of Costs of Delivery Account. Amounts on deposit in the Costs of Delivery Account shall be withdrawn and used solely for the payment of Costs of Delivery in respect of the Series of Certificates for which such account was established. Before any transfer or payment is made by the Trustee with respect to the Costs of Delivery Account, the Lessor shall cause to be filed with the Trustee a Written Request of the Lessor, in substantially the form set forth as Exhibit B hereto. Unless otherwise provided in a related Supplemental Trust Agreement, amounts remaining on deposit in the Costs of Delivery Account one hundred and eighty (180) days after delivery of the related Certificates shall be transferred to the Holding Fund, and such Costs of Delivery Account shall be closed.

ARTICLE VI

COVENANTS

SECTION 6.01 Compliance with Trust Agreement. The Trustee will not execute or deliver any Certificates in any manner other than in accordance with the provisions hereof, and the Lessee will not suffer or permit any default by it to occur hereunder, but will faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms hereof required to be complied with, kept, observed and performed by it.

SECTION 6.02 Compliance with or Amendment of Lease. The Lessor and the Lessee will faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms contained in the Lease required to be complied with, kept, observed and performed by each of them, in the manner and to the extent required by the Lease, and will enforce the Lease against the other party thereto in accordance with its terms.

The Lessor and the Lessee may only approve changes to the scope of work, the Construction Documents, and Exhibits A and B to the Lease in order to make changes thereto that do not materially affect the interests of Owners of Certificates. The Lessor and the Lessee will not otherwise alter, amend or modify the Lease without the prior, written consent of the Trustee, and only (i) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power therein reserved to the Lessee, or (ii) to cure, correct or supplement any ambiguous or defective provision contained therein, or to resolve questions arising thereunder, as the parties thereto may deem necessary or desirable and which do not materially adversely affect the interests of the Owners, or (iii) to provide for the execution and delivery of Additional Certificates, or (iv) for any other purpose that does not materially adversely affect the interests of Owners of Certificates, or (v) if the Trustee first obtains the prior written consent of the Owners of at least a majority in Certificate Obligations represented by the Certificates then Outstanding to such alterations, amendments or modifications; *provided, however,* that no such alteration, amendment or modification shall extend the date for the making of any Base Rental, extend a Certificate Principal Payment Date or reduce the rate of interest represented by any Certificate or extend the time of payment of such interest or reduce the amount of principal represented thereby or modify the priority of payments from the Available Funds without the prior written consent of the Owner of any Certificate so affected, nor shall any such alteration, amendment or modification reduce the percentage of Owners whose consent is required for the execution of any alteration, amendment or supplement. The Trustee shall give its written consent hereunder only if there has been delivered to the Trustee an Opinion of Counsel addressed to the Trustee to the effect that such alteration, amendment, or modification of the Lease (1) will not, in and of itself, adversely affect the exclusion of interest represented by the Certificates from gross income for federal income tax purposes, and (2) is authorized or permitted by this Trust Agreement and the Lease. The Trustee shall provide each Rating Agency with notice of any amendment to the Lease and a copy thereof at least five (5) business days in advance of its execution or adoption.

The Lessor shall not, without the prior written consent of the Trustee, consent to additional Permitted Encumbrances pursuant to the subsections (v) and (vi) of the definition of such term in the Lease, waive an Event of Nonappropriation (as defined in the Lease) or waive

any other material provision of the Lease. The Trustee shall give its written consent hereunder only if there has been delivered to the Trustee an Opinion of Counsel addressed to the Trustee to the effect that such additional Permitted Encumbrances, waiver of an Event of Nonappropriation, or waiver of other material provision of the Lease (1) will not, in and of themselves, materially adversely affect the interests of the Holders, and (2) is authorized or permitted by this Trust Agreement and the Lease.

SECTION 6.03 Observance of Laws and Regulations. As covenanted in Section 11.01(n) of the Lease, the Lessee will comply with all applicable laws, rules, regulations, orders, directions and requirements of all governmental departments, bodies, bureaus, agencies and officers and with all reasonable rules, directions, requirements and recommendations of fire insurance rating organizations for the area in which the Project is situated, pertaining to the Project or the use and occupancy thereof, and the Lessee will not do or suffer to be done, or keep or suffer to be kept anything in, upon or about the Project which will contravene any policies insuring against loss or damage by fire or other hazards, including, but not limited to, public liability insurance.

SECTION 6.04 Other Liens. The Lessor has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of the collateral assigned to the Trustee pursuant to the Assignment Agreement and securing the Certificates that ranks on a parity with or prior to the lien granted hereby. The Lessor has not described such collateral in a UCC financing statement that will remain effective when the Certificates are issued. The Lessor shall not hereafter make or suffer to exist any pledge or assignment of, lien on, or security interest in such collateral that ranks prior to or on a parity with the lien granted hereby, or file any financing statement describing any such pledge, assignment, lien or security interest, except as expressly permitted hereby. The Lessor and Lessee will keep the Project and all parts thereof free from all claims, demands, encumbrances and other liens of whatever nature or character, and free from any claim or liability which might hinder the Lessee in utilizing the Project, as and to the extent provided in the Lease. The Trustee (after first giving the Lessor and the Lessee ten days' written notice to comply therewith and failure to so comply within such ten-day period, or to inform the Trustee that such claim or liability is being or will be contested in good faith) may at the written direction of the Owners of not less than a majority in Certificate Obligations represented by the Certificates then Outstanding defend against any and all actions or proceedings in which the validity hereof is or might be questioned, or may pay or compromise any claim or demand asserted in any such actions or proceedings; *provided, however,* that, in defending against any such actions or proceedings or in paying or compromising any such claims or demands, the Trustee shall not in any event be deemed to have waived or released the Lessor or the Lessee from liability for or on account of any of its agreements and covenants contained herein or in the Lease, or from any obligations hereunder to defend the validity hereof and to perform such agreements and covenants.

SECTION 6.05 Defect in Title. Pursuant to the provisions of Section 10.01(a) of the Lease, the Lessee will promptly take such action from time to time as may be necessary or proper to remedy or cure any cloud upon or defect in the title to the Project or any part thereof, whether now existing or hereafter developing.

SECTION 6.06 Accounting Records and Statements. The Trustee will keep proper accounting records in which complete and correct entries shall be made of all transactions relating to the receipt, deposit and disbursement of the Rentals, and such accounting records shall be available for inspection by the Lessee, or any Owner or such Owner's agent at such Owner's expense, duly authorized in writing at reasonable hours and under reasonable conditions.

SECTION 6.07 Recordation and Filing. The Trustee at the expense of the Lessee will file, record, register, renew, refile and rerecord all such documents, including financing statements (or continuation statements in connection therewith), as may be specified in writing to the Trustee by the Lessor or the Lessee as required by law in order to maintain at all times the Trustee's security interest in and assignment of the Lease (including Additional Rentals) made pursuant to the Assignment Agreement and this Trust Agreement, all in such manner, at such times and in such places as may be required and to the extent permitted by law in order to fully perfect, preserve and protect the security of the Owners and the rights and security interests of the Trustee, and the Trustee will do whatever else may be necessary or be reasonably required in order to perfect and continue such security interest and assignment, the Lessor shall provide on a prompt and timely basis to the Trustee and its designee, such information that is in the Lessor's possession and reasonably required or requested by the Trustee, to enable the Trustee to perform its obligations under this subsection.

SECTION 6.08 Further Assurances. Whenever and so often as requested to do so by the Trustee or any Owner, the Lessor and the Lessee will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the Owners all advantages, benefits, interests, powers, privileges and rights conferred or intended to be conferred upon them hereby or by the Assignment Agreement or the Lease.

SECTION 6.09 Tax Covenants. Pursuant to Section 9.01 of the Lease and the Tax Certificate, Lessee shall at all times do and perform all acts and things permitted by law and the Lease and this Trust Agreement that are necessary or desirable in order to assure that interest represented by the Certificates will be excluded from gross income for federal income tax purposes and shall take no action that would result in such interest not being so excluded. Without limiting the generality of the foregoing, the Lessor and the Lessee specifically covenants under the Tax Certificate to comply with the provisions and procedures of the Tax Certificate to be executed on the date of delivery of the Certificates. This covenant shall survive payment in full or defeasance of the Certificates.

SECTION 6.10 Continuing Disclosure. The Lessee has covenanted and agreed that it will comply with and carry out its obligations under the Continuing Disclosure Certificate. Notwithstanding any other provision of this Trust Agreement, failure of the Lessee to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee may (and, at the request of any Participating Underwriter or the Owners of at least 25% of Certificate Obligations, shall, upon being indemnified to the reasonable satisfaction of the Trustee) or any Owner or Beneficial Owner may, take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by

court order, to cause the Lessee to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

SECTION 6.11 Restrictions on Activities of the Corporation. Until one year and one day after there are no Certificates or parity certificates outstanding, the Corporation covenants and agrees that it shall not engage in any business or activity other than those relating directly to the Project and contemplated under this Trust Agreement, the Financing Documents, the Solar Installation Agreement, the Insurance and Maintenance Agreement or the Assignment Agreement. The Corporation further covenants and agrees that it will not participate in any other financings other than the financings relating to the Certificates and any parity certificates issued in accordance with this Trust Agreement, and that it will not incur any other debt or have any other creditors.

ARTICLE VII

DEFAULT AND LIMITATIONS OF LIABILITY

SECTION 7.01 Action on Default. Default by the Lessee in the observance of any of the covenants, agreements or conditions on its part in this Trust Agreement, the Ground Lease or any other Financing Document, other than an Event of Default as defined in the Lease, if such default shall have continued for a period of sixty (60) days after written notice to the Lessee thereof, specifying such default and requiring the same to be remedied, shall have been given to the Lessee by the Trustee or by the Holders of not less than twenty-five percent (25%) in Certificate Obligations represented by the Certificates then Outstanding, shall be an Event of Default.

In addition, any Event of Default, as defined in the Lease, shall be an Event of Default hereunder.

If an Event of Default as defined herein shall occur, and in each and every such case during the continuance of such Event of Default, the Trustee or the Owners of not less than a majority in Certificate Obligations represented by the Certificates then Outstanding shall be entitled, upon notice in writing to the Lessee, to exercise the remedies provided to Lessor in the Lease and assigned to the Trustee in the Assignment Agreement.

In addition, if written notice of a default has been given by the Trustee to the Lessee as provided in the first paragraph of this section or pursuant to the Lease, the Trustee shall have the right to take any action permitted to be taken by the Lessor under the Lease.

SECTION 7.02 Other Remedies. The Trustee shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the Lessor, the Lessee or any officer or employee of the Lessee, and to compel the Lessor, the Lessee or any such officer or employee to perform or carry out their duties under law and the agreements and covenants required to be performed thereby contained

in any Financing Document or any Construction Document, or to enforce the covenants and agreements required to be performed by any other Person in any Construction Document;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee;

(c) by suit in equity upon the happening of any Event of Default to require the Lessee and any officers and employees to cause an accounting of Available Funds; or

(d) if an Event of Default as defined herein shall occur, without notice to or assent by Lessor generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Trust Estate in such manner as is consistent with this Trust Agreement and the laws of Guam and as fully and completely as though Trustee were the absolute owner thereof for all purposes, and to do at any time, or from time to time, all acts and things which Trustee deems necessary or useful to protect, preserve or realize upon the Trust Estate and Trustee's interest therein, in order to effect the intent of this Trust Agreement and the Assignment Agreement, all at least as fully and effectively as Lessor might do.

SECTION 7.03 Non-Waiver. A waiver of any default or breach of duty or contract by the Trustee shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Trustee to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Trustee by law or by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee.

If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Trustee, the Lessor, the Lessee and the Owners shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

SECTION 7.04 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any law.

SECTION 7.05 No Liability by Lessor to the Owners for Lessee or Trustee Obligations. The Lessor shall not have any obligation or liability to the Owners with respect to the payment when due of the Rentals by the Lessee, or with respect to the performance by the Lessee of the other agreements and covenants required to be performed by it contained in the Ground Lease, the Lease or herein, or with respect to the performance by the Trustee of any right or obligation to be performed by it contained in the Ground Lease, the Lease or herein, or with respect to any payment due under the Certificates.

Lessor shall perform all of its obligations under the Financing Documents and the Construction Documents; provided that nothing in this Trust Agreement, the Ground Lease or

the Lease shall be interpreted to require or obligate the Lessor for any purpose to provide, apply or expend any funds coming into the hands of the Lessor other than (i) as required under the Trust Agreement, the Ground Lease or the Lease, and (ii) the funds derived from the issuance of the Certificates under the Trust Agreement and other moneys derived pursuant to the Trust Agreement. The Owners agree to look solely to the Trust Estate for the recovery of amounts represented by the Certificates. The provisions contained in the preceding sentences are not intended to and will not limit any right that the Trustee or the Owners might otherwise have to obtain injunctive or other equitable relief against the Lessor or relief in any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by the Lessor.

SECTION 7.06 No Liability by the Lessee to the Owners. Except for the payment when due of the Rentals and the performance of the other agreements and covenants required to be performed by it contained in the Lease or herein, the Lessee shall not have any obligation or liability to the Owners with respect to the Trust Agreement or the preparation, execution, delivery or transfer of the Certificates or the disbursement of the Base Rentals by the Trustee to the Owners, or with respect to the performance by the Trustee of any right or obligation required to be performed by it contained herein.

SECTION 7.07 Action by the Trustee or Owners. Upon the occurrence and continuance of an Event of Default hereunder, if (a) (1) the Owners of a majority in principal amount of Certificate Obligations then Outstanding shall have (A) made written request of the Trustee after the right to exercise such powers or right of remedial action shall have arisen, (B) offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and (C) afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted therein or herein or otherwise granted by law or to institute such action, suit or proceeding in its name, and (2) the Trustee shall have failed or neglected to take remedial action satisfactory to such Owners, then (b) Owners of a majority in Certificate Obligations may either (i) request the Trustee to take remedial action pursuant to this Article VII in lieu of and as if it were the Trustee, or (ii) themselves institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under the Ground Lease, Lease or this Trust Agreement.

Notwithstanding any other provision in this Trust Agreement, the right of any Owner to receive such Owner's share of Base Rentals in accordance with the terms of such Owner's Certificate or to institute suit for the enforcement of any such payment on or after such payments become due shall not be impaired or affected without the consent of such Owner.

ARTICLE VIII

THE FIDUCIARIES

SECTION 8.01 Appointment of the Trustee. The Corporation hereby appoints the Trustee to receive, deposit and disburse the Rentals, to execute, deliver and transfer the Certificates and to perform the other functions contained herein; all in the manner provided herein and subject to the conditions and terms hereof. By executing and delivering this Trust Agreement, the Trustee accepts the appointment hereinabove referred to and accepts the rights

and obligations of the Trustee provided herein, as well as the obligations of the Trustee set forth in the Lease and the Assignment Agreement, subject to the conditions and terms hereof and thereof.

SECTION 8.02 Powers; Duties, Removal and Resignation of the Trustee. The Corporation or the Owners of a majority in Certificate Obligation represented by the Certificates then Outstanding, with the written consent of the Lessee (which shall not be unreasonably withheld), may by an instrument in writing remove the Trustee initially a party hereto, and any successor thereto and may appoint a successor Trustee but any such successor Trustee (i) shall be a bank or trust company doing business and having a combined capital (exclusive of borrowed capital) and surplus of at least seventy five million dollars ($75,000,000) and subject to supervision or examination by federal or state authorities and (ii) shall be approved in writing by the Lessee. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to above, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Each Depositary, Registrar and Paying Agent shall perform such duties and only such duties as are specifically set forth in this Trust Agreement.

The Trustee may at any time resign by giving thirty (30) days' prior written notice of such resignation to the Corporation and the Lessee and by giving notice of such resignation to the Owners, which notice to the Owners shall be mailed, first class postage prepaid. Upon receiving such notice of resignation, the Corporation shall promptly appoint, by an instrument in writing, a successor Trustee, and such appointment shall be approved in writing by the Lessee; *provided, however,* that in the event the Corporation does not appoint an approved successor Trustee within thirty (30) days following receipt of such notice of resignation, the resigning Trustee may petition the appropriate court having jurisdiction to appoint a successor Trustee. Any resignation or removal of a Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the approved successor Trustee.

Any Fiduciary may at any time resign by giving notice of such resignation to the Corporation and the other Fiduciaries. Subject to the provisions of any Supplemental Trust Agreement, upon receiving such notice of resignation, the Corporation shall promptly appoint a successor Trustee, Depositary, Registrar or Paying Agent, as the case may be, by an instrument in writing.

Each Registrar and Paying Agent appointed under the provisions of this Section shall be a trust company or bank having trust powers doing business and having a corporate trust office in any State of the United States and subject to supervision or examination by federal or state authority. In case at any time any Registrar or any Paying Agent shall cease to be eligible in accordance with the provisions of this section, it shall resign immediately in the manner and with the effect specified in this section.

Each Depositary appointed under the provisions of this Section shall be a trust company or commercial bank having the powers of a trust company doing business and having a

trust office on Guam, having a combined capital and surplus of at least Ten Million Dollars ($10,000,000), and subject to supervision or examination by federal or territorial authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Depositary shall cease to be eligible in accordance with the provisions of this section, the Depositary shall resign immediately in the manner and with the effect specified in this section.

SECTION 8.03 Compensation of the Fiduciaries; Responsibility. Subject to the terms of separate contracts with the Fiduciaries, the Corporation shall pay to each Fiduciary from time to time reasonable compensation for all services rendered under this Trust Agreement, and also all reasonable expenses, charges, fees of counsel, accountants and consultants and other disbursements, including those of their attorneys, agents and employees, incurred in good faith in and about the performance of their powers and duties under this Trust Agreement, provided however, that such fees and expenses shall be payable only from Additional Rentals paid by the Lessee, and that the Corporation has no obligation to pay such fees and expenses if the amounts from the Additional Rentals are insufficient to pay such fees and expenses. The Lessee further agrees, to the extent permitted by law, to indemnify and save each Fiduciary harmless against any losses, costs, expenses, claims and liabilities (including without limitation those of its attorneys, agents and receivers) which they may incur in the exercise and performance of their respective powers, functions and duties under this Trust Agreement, other Financing Documents, Maintenance Agreement, or the Solar Installation Agreement which are not due to their own respective gross negligence or willful misconduct. Such indemnity shall survive the resignation or removal of each Fiduciary.

SECTION 8.04 Protection of the Trustee. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any affidavit, bond, certificate, consent, notice, request, requisition, resolution, statement, telegram, voucher, waiver or other paper or document which it shall in good faith believe to be genuine and to have been adopted, executed or delivered by the proper party or pursuant to any of the provisions hereof, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee may consult with counsel, who may be counsel to the Corporation or the Lessee or independent counsel chosen by the Trustee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by it hereunder in good faith in accordance therewith.

The Trustee shall not be responsible for the content or sufficiency of the Lease for the purposes thereof or the security of the Owners or otherwise, or of the absolute assignment made by the Assignment Agreement of all rights to receive the Base Rentals thereunder, or of the collateral assignment of all other rights under the Ground Lease and the Lease, or of the title to or value of the Project. The Trustee shall not be responsible for the sufficiency of the Rentals, for the performance of the Lessor's or the Lessee's covenants under the Lease or any other

agreement relating to the Project, for the information contained in the offering materials in connection with the Certificates, or for the recitals of facts contained herein or in the Certificates.

Whenever in the administration of its rights and obligations hereunder a Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of the Lessee signed by the Governor of Guam, the Superintendent of Public Schools, the Director of the Department of Public Works, the Director of Administration or such other officer of the Lessee as may be designated in writing for such purpose by the Governor of Guam, and such certificate shall be full warrant to such Fiduciary for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion such Fiduciary may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

A Fiduciary may buy, sell, own, hold and deal in any of the Certificates and may join in any action which any Owner may be entitled to take with like effect as if such Fiduciary was not a party hereto. A Fiduciary, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Corporation or the Lessee, and may act as agent, depositary or trustee for any committee or body of Owners or of owners of obligations of the Corporation or the Lessee as freely as if it were not a Fiduciary hereunder.

The Trustee shall undertake to perform such duties and only such duties as are specifically set forth in this Trust Agreement, the Lease, the Ground Lease or the Assignment Agreement, and no implied covenants or obligations shall be read into this Trust Agreement, any other Financing Document, or the Maintenance Agreement or the Solar Installation Agreement against the Trustee.

The Trustee shall not be answerable for the exercise of any trusts or powers hereunder or for anything whatsoever in connection with the funds established hereunder, except only for its own willful misconduct, negligence or breach of an obligation hereunder.

The Trustee shall not be deemed to have knowledge of any Event of Default hereunder (other than a default in the payment of Rentals) unless the Trustee shall have actual knowledge thereof (including by notice from the Owners of 25% in Certificate Obligations of the Certificates then Outstanding). Whether or not therein expressly so provided, every provision of this Trust Agreement, the Lease or the Assignment Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VIII.

A Fiduciary shall give to the Certificate Owners written notice of all Events of Default known to such Fiduciary, as follows: (i) promptly, and in any event within five Business Days, of any Event of Default in the payment of principal or interest on any of the Certificates; and (ii) within 10 Business Days after the occurrence of any other Event of Default unless such Event of Default shall have been cured before the giving of such notice.

No provision of Article VII of this Trust Agreement or any provision of the Assignment shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights and powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. In this regard, the Trustee shall not be under any obligation to institute any suit, or to take any remedial proceeding under this Trust Agreement, or to enter any appearance or in any way defend in any suit in which it may be made a defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability; the Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity by the Owners, and in such case the Trustee shall be reimbursed for all costs and expenses, outlays and counsel fees and other reasonable disbursements incurred in connection therewith.

The Trustee shall have no responsibility for, and makes no representations with respect to, any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Certificates.

The Trustee is authorized and directed to execute in its capacity as Trustee, the Assignment Agreement and the Maintenance Agreement.

The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty.

The Trustee shall not be liable for any action taken or not taken by it in accordance with the direction of a majority (or other percentage provided for herein) in aggregate principal amount of Certificates outstanding relating to the exercise of any right, power or remedy available to the Trustee.

In acting as Trustee hereunder, the Trustee acts solely in its capacity as Trustee hereunder and not in its individual or personal capacity, and all persons, including without limitation the Owners, the Lessor and the Lessee, having any claim against the Trustee shall look only to the funds and accounts held by the Trustee hereunder for payment, except as otherwise provided herein. Under no circumstances shall the Trustee be liable in its individual or personal capacity for the obligations evidenced by the Certificates.

SECTION 8.05 No Liability by the Trustee to the Owners. Except as expressly provided herein, the Trustee shall not have any obligation or liability to the Owners with respect to the payment when due of the Base Rentals by the Lessee, or with respect to the performance by the Lessee of the other agreements and covenants required to be performed by it contained in the Lease or herein.

The Trustee shall not be under any obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance required to be carried under the Lease, or to keep itself informed or advised as to the payment of any taxes or assessments. The Trustee, except as to the acceptance of the trusts by its execution of this Trust Agreement and the performance of its responsibilities hereunder, shall have any responsibility in respect of the validity, sufficiency, due execution or acknowledgment of this Trust Agreement, or in respect of the validity of the Lease or the due execution or issuance thereof. The Trustee shall not be liable or responsible for the acts or omissions of any successor Trustee.

SECTION 8.06 Merger and Consolidation of a Fiduciary. Any company into which a Fiduciary may be merged or converted or with which such Fiduciary may be consolidated or any company resulting from any merger, conversion or consolidation to which such Fiduciary shall be a party or any company to which a Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under Section 8.02, shall be the successor to such Fiduciary without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding

SECTION 8.07 Power To Appoint Co-Trustees and Separate Trustees.

(a) Appointment of Co-Trustees. At any time or times, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Project is located, the Lessor (at the request of the Trustee) shall have the power to appoint one or more persons acceptable to the Trustee either to act as co-trustee jointly with the Trustee or as separate trustee of all or any part of the Project, and to vest in such person, in such capacity, such title to the Project or any part of it, and/or such rights, powers, duties, trusts or obligations as the Lessor and the Trustee may consider necessary or desirable. If the Lessor is in default under any Financing Document, the Trustee alone will have the power to make such appointment. The Lessor shall execute, acknowledge and deliver all such instruments as may be required by any such co-trustee or separate trustee for more fully confirming such title, rights, powers, trusts, duties and obligations to such co-trustee or separate trustee. Any co-trustee shall give prompt written notice of such appointment to the Lessee.

(b) Effect of Death, Incapacity, Resignation or Removal of Co-Trustee or Separate Trustee. In case any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, the pledge and assignment of the Trust Estate and all rights, powers, trusts, duties and obligations of the co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee is appointed in the same manner as provided in subsection (a).

ARTICLE IX

AMENDMENT OF OR SUPPLEMENT TO TRUST AGREEMENT

SECTION 9.01 Amendment of or Supplement to the Trust Agreement. (a) The Trust Agreement and the rights and obligations of the Owners and the Trustee hereunder

may be amended or supplemented at any time by an amendment hereof or supplement hereto which shall become binding when the written consents of the Owners of a majority in Certificate Obligations represented by the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 9.02, are filed with the Trustee. No such amendment or supplement shall (1) extend the fixed Certificate Principal Payment Date of any Certificate or reduce the rate of interest represented thereby or extend the time of payment of such interest or reduce the amount of principal represented thereby without the prior written consent of the Owner of the Certificate so affected, or (2) reduce the percentage of Owners whose consent is required for the execution of any amendment hereof or supplement hereto, or (3) modify any of the rights or obligations of the Trustee without its prior written consent thereto, or (4) amend Section 6.02 or this Section 9.01, without the prior written consent of the Owners of all Certificates then Outstanding.

(b) The Trust Agreement and the rights and obligations of the Owners and the Trustee hereunder may also be amended or supplemented at any time by an amendment hereof or supplement hereto which shall become binding upon execution without the written consents of any Owners, but only to the extent permitted by law, and upon five (5) business days' notice to the Rating Agency, and after receipt of an approving Opinion of Counsel to the effect that such amendment or supplement is authorized or permitted by this Trust Agreement, and only for any one or more of the following purposes:

(1) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which the Lessee may deem desirable or necessary and not inconsistent herewith, and which shall not materially adversely affect the interests of the Owners; or

(2) to modify, amend or supplement this Trust Agreement or any agreement supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Certificates for sale under the securities laws of the United States of America or of any of the states of the United States of America; or

(3) to execute and deliver Additional Certificates as provided herein; or

(4) to make any other change that does not materially adversely affect the interests of Owners of Certificates.

The Lessor shall provide each Rating Agency with notice of any amendment to this Trust Agreement and a copy thereof prior to its execution or adoption.

SECTION 9.02 Disqualified Certificates. Certificates owned or held by or for the account of the Lessee (but excluding Certificates held in any pension or retirement fund of the Lessee) shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Certificates provided in this Article, and shall not be entitled to consent to or take any other action provided in this Article, and the Trustee may adopt appropriate regulations to require each Owner, before such Owner's consent provided for herein

shall be deemed effective, to reveal if the Certificates as to which such consent is given are disqualified as provided in this Section.

SECTION 9.03 Endorsement or Replacement of Certificates After Amendment or Supplement. After the effective date of any action taken as hereinabove provided, the Trustee may determine that the Certificates may bear a notation by endorsement in form approved by the Trustee as to such action, and in that case upon demand of the Owner of any Outstanding Certificate and presentation of such Certificate for such purpose at the Principal Corporate Trust Office of the Trustee a suitable notation as to such action shall be made on such Certificate. If the Trustee shall so determine, new Certificates so modified as in the opinion of the Trustee shall be necessary to conform to such action shall be prepared, and in that case upon demand of the Owner of any Outstanding Certificates such new Certificates shall be exchanged at the Principal Corporate Trust Office without cost to each Owner for Certificates then Outstanding upon surrender of such Outstanding Certificates.

SECTION 9.04 Amendment by Mutual Consent. The provisions of this Article shall not prevent any Owner from accepting any amendment as to the particular Certificates owned by such Owner, provided that due notation thereof is made on such Certificates.

ARTICLE X

DEFEASANCE

SECTION 10.01 Discharge of Certificates and Trust Agreement.

(a) If the Trustee shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Certificates the interest and principal represented thereby at the times and in the manner stipulated herein and therein, then such Owners shall cease to be entitled to the pledge of and lien on the Base Rentals as provided herein, and all agreements and covenants of the Lessee, the Trustee to such Owners hereunder shall thereupon cease, terminate and become void and shall be discharged and satisfied, and if all other amounts due or to become due hereunder or under the Lease or under any other Financing Document are indefeasibly paid in full, then and upon compliance with each of the other conditions herein set forth, this Trust Agreement shall be discharged and satisfied.

(b) Any Outstanding Certificates shall be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this Section if: (i) there shall be on deposit with the Trustee moneys or Defeasance Obligations in an amount sufficient (together with the earnings and interest on such securities) without reinvestment to pay the interest and principal represented by such Certificates payable on their Interest Payment Dates or on any dates of prepayment prior thereto, as confirmed in a verification report of an independent certified public accountant having an established reputation in respect of such matters, (ii) the Trustee shall have received an opinion or opinions of Special Counsel addressed to the Trustee (A) to the effect that all of the requirements of the Lease and this Trust Agreement for the defeasance of such Certificates have been complied with, and (B) to the effect that such defeasance will not, in and of itself, adversely affect the exclusion from gross income for federal

income tax purposes of interest evidenced by the Certificates; except that the Owners thereof shall be entitled to the principal, premium, and interest represented by such Certificates, and the Lessee shall remain liable for such Base Rentals, but only out of such moneys or securities deposited with the Trustee, as applicable, as aforesaid for such payment and such moneys and securities shall be pledged to such payment.

(c) After the payment of all the interest and principal represented by all Outstanding Certificates as provided in this Section and the other amounts required to be paid hereunder or under the other Financing Documents, the Trustee shall execute and deliver to the Lessee all such instruments as may be necessary or desirable to evidence the discharge and satisfaction of the Trust Agreement, and the Trustee shall pay over or deliver to the Lessee all moneys or securities held by it pursuant hereto which are not required for the payment of the interest and principal represented by such Certificates and the other amounts required to be paid hereunder or under the other Financing Documents.

SECTION 10.02 Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, but subject to any applicable law regarding the disposition of lost or unclaimed property, any moneys held by the Trustee in trust for the payment and discharge of the interest or principal represented by any of the Certificates which remain unclaimed for two (2) years after the date when the payments represented by such Certificates have become payable, if such moneys were held by the Trustee at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee after the date when the interest and principal represented by such Certificates have become payable, shall at the Written Request of the Lessor be repaid by the Trustee to the Lessee as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the Lessee for the payment of the interest and principal represented by such Certificates; *provided, however,* that before being required to make any such payment to the Lessee, the Trustee shall, at the expense of the Lessee, cause to be published once a week for two (2) successive weeks in a Financial Newspaper a notice that such moneys remain unclaimed and that after a date named in such notice, which date shall not be less than thirty (30) days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the Lessee.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01 Benefits of Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Corporation, the Lessor, the Lessee, the Trustee and the Owners any claim, remedy or right under or pursuant hereto; *provided, however,* that the Lessor and the Lessee shall each be an express third-party beneficiary of this Trust Agreement.

SECTION 11.02 Successor Deemed Included in all References to Predecessor. Whenever either the Lessor, the Lessee or the Trustee or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Lessor, the Lessee or the Trustee or

such officer, and all agreements, conditions, covenants and terms required hereby to be observed or performed by or on behalf of the Trustee or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

SECTION 11.03 Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or such Owner's attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state or territory in which such notary or officer purports to act that the person signing such declaration, request or other instrument or writing acknowledged to such notary or officer the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer, or by such other proof as the Trustee may deem sufficient.

The ownership of any Certificates and the amount, payment date, number and date of owning the same may be proved by the books required to be kept by the Registrar pursuant to the provisions of Section 2.07.

Any declaration, request or other instrument in writing of the Owner of any Certificate shall bind all future Owners of such Certificate with respect to anything done or suffered to be done by the Corporation, the Lessor, the Lessee or the Trustee in good faith and in accordance therewith.

SECTION 11.04 Waiver of Personal Liability. No officer or employee of the Lessee shall be individually or personally liable for the payment of the interest or principal represented by the Certificates, but nothing contained herein shall relieve any officer or employee of the Lessee from the performance of any official duty provided by any applicable provisions of law or by the Lease.

SECTION 11.05 Acquisition of Certificates by the Lessee. All Certificates acquired by the Lessee, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation.

SECTION 11.06 Content of Certificates of the Lessor. Every Certificate of the Lessor with respect to compliance with any agreement, condition, covenant or term contained herein shall include (a) a statement that the person or persons making or giving such certificate have read such agreement, condition, covenant or term and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or term has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or term has been complied with.

Any Certificate of the Lessor may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person making or giving such certificate knows that the Opinion of Counsel with respect to the matters upon which such person's certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters, information with respect to which is in the possession of the Lessor, upon a representation by an officer or officers of the Lessor, unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which such counsel's opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

SECTION 11.07 Publication for Successive Weeks. Any publication required to be made hereunder for two (2) successive weeks in a Financial Newspaper may be made in each instance upon any business day of the first week and need not be made on the same business day of any succeeding week or in the same Financial Newspaper for any subsequent publication, but may be made on different business days or in different Financial Newspapers, as the case may be.

SECTION 11.08 Funds. Any fund required to be established and maintained herein by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such funds shall at all times be maintained in accordance with sound accounting practice and with due regard for the protection of the security of the Certificates and the rights of the Owners.

Money held by the Trustee hereunder is held in trust and shall be segregated from other funds. The Trustee hereby covenants that all moneys held in any fund or account under this Trust Agreement and any collateral securing such funds are held in trust, and that the rights and interests of the Owners in and to such moneys and collateral are and shall be superior to the claims of the creditors and depositors of the Trustee.

SECTION 11.09 Article and Section Headings, Gender and References. The headings or titles of the several Articles and Sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding Articles, Sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section, subdivision or clause thereof.

SECTION 11.10 Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms required herein to be observed or performed by or on the part of the Trustee shall be contrary to law, then such agreement or agreements, such condition or conditions, such covenant or covenants or such term or terms shall be null and void and shall be deemed separable from the remaining agreements, conditions, covenants and terms hereof and

shall in no way affect the validity hereof or of the Certificates, and the Owners shall retain all the benefit, protection and security afforded to them under any applicable provisions of law.

SECTION 11.11 Governing Law. This Trust Agreement is made in Guam under the Organic Act of Guam and laws of Guam and is to be so construed.

SECTION 11.12 Notices. All written notices to be given hereunder shall be given by mail or overnight delivery service to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the Lessee: Office of the Governor of Guam
P.O. Box 2950
Hagåtña, Guam 96932

Ricardo J. Bordallo Complex
513 West Marine Corps Drive
Hagatna, Guam 96910

Telephone: (671) 472-8931
Facsimile: (671) 477-4826

Department of Education, Government of Guam
P.O. Box DE
Hagåtña, Guam 96932
Attention: Superintendent
Telephone: (671) 675-0462 or (671) 300-1547

If to the Corporation: CAPFA Capital Corp. 2010A
299 Riverside Drive
P.O. Box 399
Moore Haven, FL 33471
Attention: President
Telephone: (980) 428-0556

with a copy to:
T. Kiser, Inc.
331 Stalman Ln.
Kennerdell, PA 16374

If to the Trustee: U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: Global Corporate Trust
Reference: Series 2020A Certificates of Participation (Guam/CAPFA);

provided, however, that for purposes of payment, transfer, registration and exchange of Certificates, presentation shall be made at the Principal Corporate Trust Office of the Trustee at:
U.S. Bank National Association
60 Livingston Avenue,
St. Paul, MN 55107,
Attention: Corporate Trust Operations

SECTION 11.13 Effective Date. This Trust Agreement shall become effective upon its execution and delivery.

SECTION 11.14 Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 11.15 CUSIP Numbers. Neither the Trustee, the Corporation, the Lessor or the Lessee shall have responsibility for a defect in the CUSIP number that appears in any Certificate or in any prepayment notice. A prepayment notice may provide that the CUSIP numbers have been assigned by an independent service and are included in the notice solely for the convenience of Owners of the Certificates and that the Trustee, the Corporation, the Lessor and the Lessee shall not be liable in any way for inaccuracies in said numbers.

SECTION 11.16 Limitation to Available Funds. Notwithstanding any other provisions of this Trust Agreement, in no circumstance shall the Lessee be obligated to pay amounts under or by reason of or in connection with this Trust Agreement from any source other than Available Funds.

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement by their officers thereunto duly authorized as of the day and year first written above.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

CAPFA CAPITAL CORP. 2010A,
a Florida not-for-profit corporation

By _____
President

By _____
Secretary

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement by their officers thereunto duly authorized as of the day and year first written above.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

CAPFA CAPITAL CORP. 2010A,
a Florida not-for-profit corporation

By Jacob J. Eighmey
President

By Ashley Wills
Secretary

The undersigned hereby acknowledges and consents to the terms within this Trust Agreement and to the transactions contemplated thereby:

GOVERNMENT OF GUAM

By _____
Governor

(SEAL)

Approved as to form:

By _____
Attorney General

EXHIBIT A

FORM OF SERIES 2020A
CERTIFICATE OF PARTICIPATION

No. _____ $ _____

SERIES 2020A CERTIFICATES OF PARTICIPATION
(JOHN F. KENNEDY HIGH SCHOOL – REFUNDING AND ENERGY EFFICIENCY PROJECT)
EVIDENCING AND REPRESENTING THE PROPORTIONATE INTERESTS
OF THE REGISTERED OWNERS THEREOF IN BASE RENTAL PAYMENTS TO BE MADE BY
DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM

Interest Rate	Certificate Payment Date	Original Issue Date	CUSIP
	February 1, 20__	October 13, 2020	

Registered Owner: CEDE & CO.

Principal Sum:

THIS IS TO CERTIFY that the registered owner named above or registered assigns, as the registered owner of this Certificate of Participation (the "Certificate"), is the owner of a fractional undivided interest in the rights to receive certain Base Rental payments (as that term is defined in the Trust Agreement hereinafter mentioned) under and pursuant to that certain Lease Agreement, dated as of August 1, 2010, as amended, and as may be further amended from time to time (the "Lease"), by and between CAPFA Capital Corp. 2010A, a Florida not-for-profit corporation (the "Lessor"), and the Department of Education, Government of Guam (the "Lessee"), all of which rights to receive such Base Rental payments having been assigned without recourse by Lessor to U.S. Bank National Association, as trustee as provided in the Trust Agreement (together with any successor trustee, the "Trustee").

The registered owner of this Certificate is entitled to receive, subject to the terms of the Lease and any right of prepayment prior thereto hereinafter provided for, on the certificate payment date set forth above (the "Certificate Payment Date"), upon surrender of this Certificate

on the Certificate Payment Date or on the date of prepayment prior thereto at the principal corporate trust office of the Trustee, in St. Paul, Minnesota (the "Corporate Trust Office"), the principal sum stated above representing the registered owner's fractional undivided share of the Base Rental payments designated as principal components coming due on the Certificate Payment Date, and to receive interest payable from the interest payment date next preceding the date of delivery hereof by the Trustee, unless such date of delivery is a day during the period from the 15th day of the month next preceding any interest payment date to and including such interest payment date, in which case interest shall be payable from such interest payment date, or unless such date of delivery is on or before January 15, 2021, in which case interest shall be payable from the Original Issue Date set forth above, on February 1 and August 1 of each year, commencing February 1, 2021, to and including the Certificate Payment Date or the date of prepayment prior thereto, whichever is earlier, and shall represent the registered owner's fractional undivided share of the Base Rental payments designated as interest components coming due on such dates. Such fractional undivided share designated as interest components is the result of the multiplication of the aforesaid portion of the Base Rental payments designated as principal components coming due on the Certificate Payment Date by the interest rate per annum stated above, calculated on the basis of a 360-day year composed of twelve 30-day months. The interest is payable to the person whose name appears on the certificate registration books of the Trustee as the registered owner hereof as of the close of business on the 15th day of the month immediately preceding an interest payment date, whether or not such day is a business day, such interest to be paid by check or draft mailed on such interest payment date to such registered owner at such owner's address as it appears on such registration books. All such amounts are payable in lawful money of the United States of America.

This Certificate is one of the duly authorized certificates of participation entitled "Series 2020A Certificates of Participation (John F. Kennedy High School - Refunding and Energy Efficiency Project)" evidencing and representing the proportionate interests of the registered owners hereof in Base Rental payments to be made by the Lessee, aggregating $65,420,000, which has been executed by the Trustee pursuant to the terms of a Trust Agreement (as amended or supplemented from time to time, the "Trust Agreement"), by and between the Trustee and the Lessor, dated as of October 1, 2020. Copies of the Trust Agreement are on file at the Corporate Trust Office, and reference is hereby made to the Trust Agreement, including any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Certificates, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the registered owners of the Certificates with respect thereto and for the other agreements, conditions, covenants and terms upon which the Certificates are executed and delivered thereunder, to all of the provisions of which Trust Agreement the registered owner of this Certificate, by acceptance hereof, consents and agrees.

Additional series of Certificates may be executed and delivered on the terms and conditions set forth in the Trust Agreement.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended or supplemented by the parties thereto (in certain cases without consent of any Certificate Owner).

This Certificate is transferable by the registered owner hereof, in person or by such owner's attorney duly authorized in writing, at the Corporate Trust Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender of this Certificate for cancellation accompanied by delivery of a duly executed written instrument of transfer in the form appearing hereon. Upon such transfer, a new Certificate or Certificates of the same Certificate Payment Date representing the same principal amount will be issued to the transferee in exchange herefor. The Certificates are exchangeable at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of Certificates of Authorized Denominations of the same Certificate Payment Date, in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement.

The Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Certificate shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal represented by this Certificate shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability represented by this Certificate to the extent of the sum or sums so paid.

The Certificates are authorized to be executed and delivered in the form of fully registered Certificates in denominations of five thousand dollars ($5,000) each or any integral multiple thereof so long as no Certificate shall represent principal becoming payable on more than one Certificate Payment Date.

The Certificates are subject to prepayment prior to their respective Certificate Payment Dates at the times, upon the term and conditions, at the prepayment prices, with such notice and otherwise as provided in the Trust Agreement.

If this Certificate is called for prepayment and payment is duly provided herefor as specified in the Trust Agreement, interest represented hereby shall cease to accrue from and after the date fixed for prepayment. The failure of the Trustee to give, or of any owner to receive, notice of prepayment as provided herein and in the Trust Agreement shall not affect the validity of any such prepayment.

The Certificates each evidence and represent a fractional undivided interest in the Base Rental payments in an amount equal to the aggregate principal amount of Certificates originally executed and delivered by the Trustee pursuant to the Trust Agreement and enjoy the benefits of a security interest in the moneys held in the funds established pursuant to the Trust Agreement (except the Rebate Fund), subject to the provisions of the Trust Agreement permitting the disbursement thereof for or to the purposes and on the conditions and terms set forth therein. The obligation of the Lessee to make the Base Rental payments is a special obligation of the Lessee, payable solely from Available Funds (as defined in the Trust Agreement), and does not constitute a debt of the Lessee or of the Government of Guam or of any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction. The Lease, including the obligation of the Lessee to pay the principal and interest components of Base Rental payments, is not an obligation for which the full faith and credit of the Lessee is pledged, and no Certificate Owner shall have the right to compel any

exercise of taxing power of the Lessee to pay the Lease or any interest thereon, and no moneys other than amounts appropriated or otherwise held in trust for such purpose shall be required to be applied to the payment thereof. The Lease and the Certificate owners have no claim or lien on any revenues or other moneys of the Lessee except moneys appropriated or otherwise held in trust for such purpose.

The Trustee has no obligation or liability to the Certificate owners for the payment of the interest or principal represented by the Certificates, but rather the Trustee's sole obligations are to administer, for the benefit of the Lessee and the Certificate owners, the various funds established under the Trust Agreement. THE LESSOR HAS NO OBLIGATION OR LIABILITY WHATSOEVER TO THE CERTIFICATE OWNERS.

THIS IS TO FURTHER CERTIFY that all acts, conditions and things required by the law and the Trust Agreement to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the Trustee is duly authorized to execute and deliver this Certificate, and that the amount of this Certificate, together with all other Certificates executed and delivered under the Trust Agreement, is not in excess of the amount of Certificates authorized to be executed and delivered thereunder.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Certificate has been executed by the manual signature of an authorized signatory of the Trustee on the date set forth below.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

Executed On: October 13, 2020

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof Cede & Co., has an interest herein.

[FORM OF ASSIGNMENT]

For value received, the undersigned do(es) hereby sell, assign and transfer unto _____ the within Certificate and do(es) hereby irrevocably constitute and appoint _____ attorney to transfer such Certificate on the register of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature: _____

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

Guaranteed by: _____

The signature must be guaranteed by an eligible institution.

EXHIBIT B

FORM OF WRITTEN REQUEST OF LESSOR

WRITTEN REQUEST NO. ___
(_____ ACCOUNT)

This Written Request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Trust Agreement, dated as of October 1, 2020 (the "Trust Agreement") by and between CAPFA Capital Corp. 2010A (the "Corporation") and the Trustee. The Trustee is hereby directed by the Corporation to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Trust Agreement.

Pursuant to the Trust Agreement, you are hereby authorized and directed to disburse from the [Project Fund][Costs of Delivery Account] the amounts set forth in Schedule A attached hereto to the persons named therein from the account, if any, specified therein. The Lessor hereby certifies that (1) obligations in the stated amounts have been incurred, (2) each item set forth in Exhibit A is a proper charge against the [Project Fund][Costs of Delivery Account], (3) no part of any such amounts shall be applied to any item which has been previously been paid as a [Project Cost][Cost of Delivery], and (4) such payment is within the limitations, if any, established by any applicable Written Request relating to such fund or account.

Dated: _____, 20__

CAPFA CAPITAL CORP. 2010A

By:_____
Authorized Officer

APPROVED:

[CONSTRUCTION MONITOR]
[only if a Construction Monitor is designated]

By:_____
[Name/Title]

SCHEDULE A TO WRITTEN REQUEST NO. ___ FROM THE [PROJECT FUND][COSTS OF DELIVERY ACCOUNT]

Item No.	Name and Address of Payee	Amount	Purpose	Account
1.		$		
2.				
3.				
4.				
5.				
6.				
7.				

EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION

This Certificate is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Trust Agreement, dated as of October 1, 2020 (the "Trust Agreement") by and between CAPFA CAPITAL CORP. 2010A (the "Corporation") and the Trustee. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Trust Agreement.

[USE ONLY TO EVIDENCE COMPLETION OF ENTIRE PROJECT: Pursuant to Section 5.08) of the Trust Agreement, the Lessor further certifies that [all of the Project Costs and incidental expenses have been determined and paid, including Project Costs relating to the execution and delivery of the Certificates / that all of such costs and expenses have been paid less specified claims which are subject to dispute and for which a retention in the Project Fund is to be maintained in the amount of $_____, representing the full amount of such claims, until such dispute is resolved], and the Trustee is hereby authorized and directed to transfer any amounts remaining in the Project Fund [(but less the amount of any such retention)] to the Certificate Payment Fund, and to close the Project Fund.]

Dated: _____, 20__

CAPFA CAPITAL CORP. 2010A

By:_____
Authorized Officer

APPROVED:

[CONSTRUCTION MONITOR]
[only if a Construction Monitor is designated]

By:_____
[Name/Title]

ACKNOWLEDGED:

GOVERNMENT OF GUAM

By:_____
Authorized Officer

RAZZANO WALSH & TORRES

A PROFESSIONAL CORPORATION

PAN AMERICAN BUILDING
139 Murray Blvd Suite 100
Hagåtña, Guam 96910

November 25, 2025

VIA EMAIL AND HAND DELIVERY

Director Vincent P. Arriola
Guam Department of Public Works
Capital Improvement Projects and
Contracts Administration Section
542 North Marine Corps Drive
Tamuning, Guam 96913
vince.arriola@dpw.guam.gov

SUNSHINE ACT REQUEST

Re: General Pacific Services Request for Documents for New Simon Sanchez High School (FDDBLM); Project No. 730-5-1059-L-YIG

Dear Director Arriola,

Our office continues to represent General Pacific Services. The Department of Public Works continues to stand upon the record provided to our office on November 17, 2025, as the procurement record in this matter. Given the clear lack of relevant documents contained in that record, GPS requests, pursuant to the Guam Sunshine Act, 5 G.C.A. §10101, *et seq.*, copies of the following public records still in the possession of the Department of Public Works ("DPW"):

- The initial price proposal submitted with Core Tech International's (CTI's) May 23, 2025, proposal response.
- The final negotiated draft contract between CTI and any entity of the government of Guam covering any work under Project No. 730-5-1059-L-YIG.
- The transcripts, minutes, and all audio or video recordings for negotiation meetings between CTI and DPW personnel.

While I understand that DPW may seek further extensions of time within which to respond to this information request, a prompt reply will allow my client the opportunity to review the responsive documents in such a manner so as to avoid

the need for a further, preemptive protest made necessary by the lack of a record production.

Please also understand that this additional information request is made without prejudice to our client's rights with respect to the failure to have provided these records originally as part of our October 30, 2025, information request.

We look forward to your prompt reply. Please do not hesitate to contact me if you need to discuss this request, or would prefer that I deal directly with your legal counsel.

Pursuant to 5 G.C.A. § 10103(d), you have four (4) days to comply with this request. We look forward to your prompt reply.

Sincerely,

Joshua D. Walsh

Gmail

Vince Arriola <vince.arriola@dpw.guam.gov>

E-SERVICE: Sunshine Act Request

Sosanbra Salas <ssalas@rwtguam.com> Tue, Nov 25, 2025 at 4:50 PM
To: vince.arriola@dpw.guam.gov
Cc: "Joshua D. Walsh" <jdwalsh@rwtguam.com>

Dear Director Arriola:

Please see the attached letter in regards to the above-referenced matter. Should you have any questions or concerns, please feel free to contact our office. Thank you.

--
Regards,
Sosanbra Salas Reyes

RAZZANO WALSH & TORRES, P.C.
139 Murray Blvd. Ste. 100
Hagatna, Guam 96910
(T): 671-989-3009
(T): 671-988-3941
(F): 671-989-8750

11.25.25 Sunshine Act Request.pdf
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Hagåtña, Guam 96910

November 25, 2025

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Pursuant to 5 G.C.A. § 10103(d), you have four (4) days to comply with this request. We look forward to your prompt reply.

Sincerely,

Joshua D. Walsh